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Current Topics.

The Anglo-American Peace Centenary.

THE Mansion House meeting on Wednesday in support of the fund to celebrate the hundred years' peace among English-speaking peoples was noteworthy for the speeches of the Prime Minister and Lord BRYCE. Mr. ASQUITH repeated his statement that under no conceivable conditions could a state of war ever arise again between the United States of America and ourselves, and Lord BRYCE referred in happy terms to the arrangement under which the Great Lakes are free from armed vessels. This is all very much to the good; but the same resolution to banish war altogether as a means of settling disputes, and to look at it in its true light as both foolish and barbarous, would ensure a permanent peace extending beyond English-speaking peoples, and rid the world of the burden of armaments.

Deportation and Martial Law.

LAST WEEK we expressed the view that, notwithstanding any local Act of Indemnity, the master of the steamship *Umgeni* must answer in the British law courts for the false imprisonment and trespass he is alleged to have committed against the ten deported prisoners. We expressed our view tentatively and with diffidence, but from a letter to the *Times* in Monday's issue we see that the same view has commended itself for precisely similar reasons to so high a constitutional authority as Professor MORGAN. He points out, indeed, a matter we had overlooked, namely, that there exist a number of Imperial Statutes which, in certain circumstances, authorize the removal of prisoners from one part of the King's Dominions to another, e.g., the Colonial Prisoners Removal Acts of 1869 and 1884; but these statutes require the authority of the British Colonial Secretary before acts done in pursuance of them become legal, and such consent, of course, has not been obtained in the present case. Professor MORGAN points out, as we did, that whatever the flag of the *Umgeni* may be, torts committed on board her are actionable in England. This point of his has puzzled a reader of the *Times* who is obviously unacquainted with the rules of Private International Law,

and who writes to say that if the *Umgeni* is a Dutch ship he cannot see what British courts have to do in the matter. The answer to this puzzle, however, is very simple. If the *Umgeni* is a British ship, then torts committed on board of her are committed on British soil, and are actionable for the reasons we gave last week. If, on the other hand, she is a Dutch ship, then the master can be sued in England if ever he comes upon British soil. The reason for this is that a tort to the person is actionable in England wherever committed, provided (1) the defendant is in England; (2) the act is tortious in England; and (3) the act is unlawful (not necessarily tortious) by the law of the place where it is committed: *Machado v. Fontes* (1897, 2 Q. B. 231). Now if the *Umgeni* flies the flag of Holland, then the third question becomes simply "Is false imprisonment unlawful by the law of Holland?" For the *lex loci delicti* in that case is the law of the flag, in Holland. Now it needs no knowledge of Dutch law to say with certainty that in any civilized country false imprisonment is unlawful. And for the reasons given last week it is *ultra vires* of the South African Parliament to legislate for a Dutch ship; therefore the false imprisonment will not be legalized by any Act of Indemnity. It follows that the master, if ever he sets foot on British soil, can be served with a writ for the tort alleged against him.

The Apportionment of the Increase in Licence Duties.

THE QUESTION as to the apportionment of the increase in licence duties under the Finance Acts, 1910 and 1912, which was a good deal discussed in these columns a year ago, has arisen in a new form in *Proctor v. Tarry*, decided in the Divisional Court by RIDLEY and ROWLAIT, JJ., on Wednesday (*Times*, 5th inst.). The increase in the duty is occasioned by the Act of 1910, and in the case of tied houses the licence-holder is entitled by section 46 to recover part of the increase from the persons to whom he is tied. The case of free houses is dealt with by section 2 of the Act of 1912, and the lessee is entitled to recover from the lessor so much of the increase in the duty as is "proportionate to any increased rent . . . payable in respect of the premises being let as licensed premises." These words do not define very clearly how the amount of the deduction is to be ascertained but the method which we suggested in discussing the subject (57 SOLICITORS' JOURNAL, pp. 106, 141), has been generally adopted. In the present case the unlicensed rental value was £240; the actual rent reserved on the letting of the premises as a licensed house—i.e., the licensed rent—was £390, the increase being £150. The duty before the Finance Act, 1910, was £45, and afterwards £166, so that the increase in the duty was £121. The lessor, then, bears such a proportion of £121 as £150 bears to £390; that is, he bears five thirteenths, or £46 10s. 9d. This was the result arrived at in the county court, where the lessees sued the freeholder to recover that amount, and, also, in the Divisional Court. But an attempt was made on behalf of the freeholders to shew that the unlicensed rent must not be taken as the rent which the premises would command if the licence were withdrawn, but the annual value on the assumption that they were converted to the most profitable use: e.g., turned into shops. But this is a speculation for which the Act gives no basis, and which the court did not countenance. It will be remembered that the question whether an intermediate lessee can pass on a portion of the burden to his own lessor is now awaiting consideration in the Court of Appeal in *Watney, Combe, Reid & Co. v. Berners*. In the county court Judge BRAY held that he could (57 SOLICITORS' JOURNAL 611), but the Divisional Court held that he could not (*ibid*, p. 687).

Proof of Conviction in Criminal Proceedings by Oral Evidence.

THE CASE of *Marsh v. Darley* (1914, 1 K. B. 1), upon the hearing of a complaint under section 4 of the Bastardy Laws Amendment Act, 1872, has not escaped criticism. The only evidence, according to the headnote, adduced in corroboration of that of the complainant was the evidence of a person who deposed that he had been present at the trial and conviction of the alleged father of the complainant's child at the

assizes, upon an indictment charging him with having had unlawful carnal knowledge of the complainant. It was held that evidence of the conviction was admissible; that the conviction was sufficiently proved; and that this evidence was corroboration of the complainant's evidence in a material particular as required by the statute. We pass over the first objection taken by the defendant to the admissibility of his conviction in evidence, namely, that it was *res inter alios acta*. The objection, having regard to the parties in the prosecution and the bastardy proceedings, does not seem to be of a substantial character. But it was further contended, that proof of the conviction was no corroboration of the evidence of the complainant in a material particular. Assuming, however, that there was sufficient proof of the conviction, we cannot help thinking that it was corroborative evidence putting on the defendant the burthen of disproving the allegation in the indictment that he had had criminal intercourse with the complainant. It is suggested that, inasmuch as the conviction could be obtained on the evidence of the girl without any corroboration, such as is required in the Bastardy Acts, the conviction ought not to have been received as collateral testimony in the bastardy proceedings. But this suggestion savours of technicality. It cannot be presumed that the conviction was obtained on other than satisfactory evidence. We come to the final objection: that there was not sufficient proof of the conviction. The court considered that there was nothing in the Evidence Act, 1851, or in the Prevention of Crime Act, 1908, to require that the conviction should have been proved by a certified copy of the record, and said that it was not sought to prove the conviction, but merely to give evidence of the conviction in support of the complainant's case. But we have been wholly unable to find any authority in support of this proposition. The verdict and sentence having been committed to writing, it is contrary to principle to allow them to be proved by oral evidence, especially in a case which may affect the character of the defendant. We hope that this decision may at some time receive further consideration.

Illegality of Consideration.

AN INTERESTING point is raised by a correspondent, whose letter we print elsewhere, as to the nature of the consideration given in *Hyams v. Stuart King* (1908, 2 K. B. 696), upon which we commented last week in an article on "Pleading the Gaming Act." It is certainly absurd enough, as our correspondent points out, that a betting debt can be enforced indirectly by the simple method of threatening the defaulter and thereby extorting from him a promise to pay the void debt; whereas a holder for value of a cheque given to pay that debt is disentitled to recover if he had notice of the consideration for which the cheque was given: *Wolf v. Hamilton* (1898, 2 Q. B. 337). This result, however, as was pointed out by Sir GORELL BARNES, P., in *Hyams v. Stuart King* (*supra*, at p. 702), arises from the fact that a betting debt is merely void, not illegal, whereas a security given for such a debt is to be deemed given for an illegal consideration. This very curious result, as text-book writers have pointed out—e.g., Coldridge's Law of Gambling, 2nd edition, at p. 98—is due to the fact that the debt and securities for the debt are affected by two different statutes which deal with them in different ways. The former is dealt with only by the Gaming Acts of 1845 and 1892; whereas the latter are dealt with by the Gaming Act, 1835 (6 Will. IV, c. 41). The object of the Gaming Act, 1845, was threefold. First, it legalized all games of skill—formerly forbidden under Puritan Legislation of the sixteenth and seventeenth centuries. Secondly, it prohibited and rendered criminal games of chance carried on at common gaming-houses (section 2). Thirdly, it rendered all other bets and wagers void, but not illegal; it did not penalize or prohibit them, but merely made them unenforceable. Therefore, the bet made on horse-racing in *Hyams v. Stuart King* (*supra*) was not in itself prohibited or illegal: it was merely made for a void consideration; so that illegality could not be pleaded as regards the new consideration for the bet, or taken of its own motion by the court. On the other hand, under the earlier Act of 1835, which relates to securities given for gaming transactions, any cheque or other security given for a bet or wager is to be deemed given for an illegal consideration. The result is that the

consideration is only void for ordinary purposes, but by a statutory fiction is deemed illegal when a security is given for it. This explains the apparent inconsistency between the two cases quoted above.

Appeals in Workmen's Compensation Cases.

THE ORDINARY practitioner is so accustomed to regard the Court of Appeal as the proper forum for an appeal under the Workmen's Compensation Act, 1906, that he is usually rather startled when he finds in the reports any case which otherwise decides or in which the point is argued. Yet two such cases have recently occurred, that of *Panagotis v. Owners of Steamship Pontiac* (1912, 1 K. B. 74) and that of *Bonney v. Joshua Hoyle & Sons (Limited)* (reported elsewhere), which has just been decided after a hearing on four separate days by the Court of Appeal. The truth is, that the Act of 1906 nowhere says that all appeals arising under its provisions are to go directly to the Court of Appeal. That procedure only arises inferentially through a provision in one of the schedules, namely the Second Schedule, section 4. But that schedule, as Lord Moulton pointed out, while sitting in the Court of Appeal, in *Panagotis v. Owners of Steamship Pontiac* (*ubi supra*, at p. 79), is simply a code of rules regulating arbitrations under the Act; it provides that when the judge acts as arbitrator under the Act his decision "shall be final . . . unless either party appeals to the Court of Appeal." And the schedule only applies when proceedings under section 1, sub-section 3, of the Act are in question—i.e., when a question has arisen as to whether or not liability to pay compensation is imposed on the employer by the statute—in which case, says that sub-section, the question is to be disposed of by arbitration in accordance with Schedule II. Hence, when the Act confers other powers under other sections, no such procedure is applicable. In such cases, where the judge is not arbitrator or exercising powers incidental to arbitration, the appeal from him is to the Divisional Court. Thus, in certain cases, under section 11 of the Act, the judge of any court of record in England or Ireland can issue an order to any officer of customs directing him to detain a ship, or release it on bail, where compensation proceedings may be expected against its owners by virtue of the statute. When this power is exercised the appeal is to the Divisional Court: *Panagotis v. Steamship Pontiac*, (*supra*). Now an unsuccessful attempt to extend this principle has just been made in *Bonney v. Joshua Hoyle & Sons (supra)*. Where an agreement is recorded between employer and workmen fixing the amount of compensation payable to the latter, notice of the agreement must be given by the registrar of the county court recording it to the various parties interested, who can then appear and object on the ground of inadequacy (Schedule II. (9)). It was suggested that this was not a proceeding "incidental to an arbitration" under the Act, and was therefore appealable to the Divisional Court. This contention, however, the Court of Appeal overruled, on the ground that the proceeding affected the amount of compensation payable, and so came within section 1 (3). The case is, perhaps, still more important for the other point decided, namely, that an approved society under the National Insurance Act, 1911, to which the workman belongs is not an interested party, and has no *locus standi* to intervene.

Deeds of Arrangement.

A DEED of assignment made by a debtor may be for the benefit of certain creditors only, in which case it does not fall within the Deeds of Arrangement Act, 1887, though it will, if it covers personal chattels retained in the debtor's possession, require registration as a bill of sale; or for the benefit of creditors generally, in which case it is not within the Bills of Sale Acts (Act of 1878, s. 4), but requires registration under the Deeds of Arrangement Act, 1887. The recent decision of HORRIDGE, J., in *Re Allix* (*ante*, p. 250), is a useful addition to the cases in which the two kinds of deeds have been distinguished. The Act of 1887, by section 4 (2), defines a deed of arrangement to which it applies as an assignment of property, or a deed of or agreement for a composition, made by a debtor for the benefit of his creditors generally. Where the benefit of the deed is expressly limited to certain named creditors, then it does not fall within this definition, and, accordingly, it does not require

registration. This was so in *Re Saumarez* (1907, 2 K. B. 170, C.A.), where the assignment was in pursuance of an agreement between the debtor and certain of his creditors, and there was no option for any other creditors to come in. But in general the assignment is for the benefit of creditors named in a schedule, and the intention is that any creditor who chooses shall be at liberty to come in and execute the deed, thereby obtaining the benefit of it, and agreeing to its terms. Examples of this are afforded by *General Furnishing Co. v. Venn* (2 H. & C. 153, 11 W. R. 756) and *Re Riley (Limited)* (1903, 2 Ch. 590, 51 W. R. 681). In the recent case before HORRIDGE, J., the deed of assignment referred to the creditors "whose names are set forth in the schedule hereto," and there was some evidence outside the deed that it was intended only for the benefit of certain pressing creditors. In fact, the schedule contained the names of only a part of the creditors, and all of the creditors named did not execute it. HORRIDGE, J., held, however, that the deed permitted any creditor to come in under it. Hence, it was within the Act of 1887, and was void for want of registration. Apparently, a deed must be expressly confined to certain named creditors in order to avoid this result.

Set-Off between Tenants and Mortgagees.

IT IS well established that the equitable assignee of a *chose in action* takes it subject to the same rights of set-off and other defences as the debtor would have had against the assignor at the date of assignment, or which arise subsequently before notice of the assignment has been given: *Rozburgh v. Cox* (17 Ch. D. 520, 526, C. A.). In the recent case of *Reeves v. Pope* (*ante*, p. 248) an attempt was made to extend this principle to an assignment of a reversion upon a lease, and *prima facie* it was justified by a passage in the headnote to *Barnhart v. Greenshields* (9 Moo. P. C. 18):—"Where a tenant is in possession of land, a purchaser is bound by all the equities which the tenant could enforce against the vendor." In the present case a company who were the lessors of a hotel had agreed to complete it by a certain date. It was not completed by the date, and the lessees had a claim for damages against the company. The company mortgaged the premises and the mortgagee sued the lessees for rent. In this action the lessees attempted to set off their claim for damages against the company. They could have set them off in an action by the company, and they could, on the principle in question, set them off also against the mortgagee. But, in fact, the equities of the tenant, by which a purchaser of the reversion is bound, are not claims generally against his lessor, but only such as create an interest in the land itself. "The possession of the tenant is notice that he has some interest in the land, and a purchaser having notice of that fact is bound . . . either to enquire what that interest is, or to give effect to it whatever it may be: *Barnhart v. Greenshields* (*ubi supra*, pp. 32, 33). This, rather than the passage in the headnote, states the principle in question. In the present case the lessees' claim to damages gave them no interest in the land. Hence the Court of Appeal, affirming BANKES, J., held that it could not be set off against the mortgagee's claim for rent.

Liability of Father for Clothing Supplied to His Daughters on Credit.

IN AN action recently tried in the Bromley County Court the plaintiff, a draper who had supplied clothing to daughters of the defendant, recovered judgment against him. The evidence was that, at the time when the clothing was ordered, the daughters had no dress allowance and had previously ordered articles of dress for which the father had paid. Judge PARRY held that the defendant was liable, inasmuch as the daughters were entitled to think that he would meet their bills. The case appears to be one of no novelty, though it has attracted attention because of some observations of the judge as to the advantages of a fixed allowance for dress, and, in a contemporary, fathers have been invited to take notice of the fact that, where a daughter resides with her father, the father is *prima facie* liable for such debts as she may incur. This may possibly be the rule under the civil or Scots law, but in England it has been often laid down that there is no legal obligation, apart from the poor laws, on the parent to support his children or to pay their debts unless he

contracts to do so. It is true that if the father does any specific act from which it may reasonably be inferred that he has authorized his child to contract a debt, he may be liable in respect of the debt so contracted; but the mere fact that the daughter lives in the same house with her father cannot be sufficient evidence to charge him with such a liability.

The Retirement of Mr. Justice Bucknill.

UNIVERSAL regret is felt in both branches of the legal profession at the retirement of Mr. Justice BUCKNILL. Some months ago Sir THOMAS publicly announced his intention of retiring at the end of last year, when he completed the fifteen years' service on the High Court bench which, by statute, entitles him to a pension. But the state of business in the courts put an obstacle in his way. Three Courts of Appeal were required, and this involved the commandeering by that court of Sir SAMUEL EVANS, who as President of the Probate, Divorce and Admiralty Division is an *ex officio* member of the appeal tribunal. The President, however, can never be spared from his own division, which has only two judges, yet has to furnish two courts, one for Probate and Divorce, the other for Admiralty causes, unless an extraordinary judge is appointed in his place; and for a great many years it has been customary in such circumstances to transfer Sir THOMAS BUCKNILL from the King's Bench to the sister division, he having a knowledge both of Divorce and of Admiralty practice—a rare experience on the bench or at the bar. For this reason, it is understood, Mr. Justice BUCKNILL had consented to retain his office, at least until the reassembling of Parliament would enable an additional judge in the King's Bench Division to be appointed in place of Sir WALTER PHILLIMORE. Unfortunately, owing to a dangerous illness which attacked him in the Christmas vacation, this plan could not be carried out, and Mr. Justice HORRIDGE had to undertake the duties which would otherwise have fallen on Sir THOMAS BUCKNILL'S shoulders. It is unfortunate that considerations of health should have forced Sir THOMAS to resume his original intention; but we trust that freedom from judicial labours will soon restore him to his former activity and strength.

It is safe to say that Sir THOMAS BUCKNILL has been one of the most popular common law judges of his day. Genial, affable, gay and debonnaire, yet never forgetting the great dignity of his high office or permitting others to forget it, Sir THOMAS won the hearts of all who had business in the King's Bench Division. His cheery courtesy and never-failing smile encouraged the most nervous of young practitioners and at once put witnesses at their ease. None ever knew him lose his temper or say a hasty thing to anyone before him, and no scenes between bench and bar ever occurred in his court. It takes two to make a quarrel, and since he never snubbed or attempted to score off anyone, even the most aggressive of counsel could never find provocation at which to take umbrage. No doubt his reputation as a sportsman and a man of the world aided him greatly; although a good natured man he was also very obviously a man of consummate good sense, and therefore none tried to take advantage of his good nature.

Though not strictly a great lawyer, he had acquired a wide practical experience of litigation in many branches, and his instinct for a point of practice was very sound indeed. It was as a judge in chambers that he shone best; there he was always ready with a suggestion for compromise which his genial insistence charmed both parties into accepting; and he never was afraid to cut the Gordian knot when time and trouble were to be saved by abstaining from an effort to untie it. There is a story current at the bar to the effect that on one occasion he actually amended an affidavit in chambers. Someone had a defence to Order 14 proceedings, which took the shape of a counterclaim, but had omitted in his affidavit to shew any consideration for the contract on which the counterclaim was based. Sir THOMAS was convinced that he ought to have leave to defend, and did not hesitate to adopt the drastic method of putting a consideration into the affidavit in order to give himself jurisdiction to do as he wished! But, of course, this story may

be merely one of the many which spring from the brain of that diligent reporter, BEN TROVATO. However, that may be, it is very characteristic of Sir THOMAS'S practicality and resourcefulness in chambers. He always wished to help counsel or litigants out of a muddle or a technical difficulty if he could find a way of doing it. The same kindness of heart made him the most lenient of criminal judges, except sometimes when humanitarian sentiment aroused his ire at a cruel crime, and to the end he never could pass sentence of death without faltering. It is safe to say that he leaves behind him in the host of litigants who have come before him, or counsel who have practised before him, not a single one who does not wish him well.

Income from Interests *pur autre vie*.

II.

The view expressed last week that an interest *pur autre vie* in personal property is not the property, but that the property is composed of the instalments of income coming in from time to time to the testator's estate, appears to be supported by authority. It is not, however, contended that the matter is clear or obviously covered by authority, for it certainly is not. But it is submitted that this view appears to have been taken in the case of *Beavan v. Beavan*, referred to in a note to *Re Earl of Chesterfield's Trusts* (24 Ch. D. 643, at p. 649).

In *Beavan v. Beavan* (*supra*), a testator gave his residuary realty and personalty to trustees on trust to sell his real estate at such times and in such manner as they should in their uncontrolled discretion think most advantageous to his estate, and upon trust as regards his residuary personal estate, with all convenient speed after his decease, and in such manner as they should in their discretion think most beneficial, to convert the same into money. The will then proceeded in the usual way to direct payment out of the mixed fund of debts, funeral and testamentary expenses and legacies, with a trust for investment of the balance. The income was directed to be paid to the testator's widow during her widowhood. On her death or remarriage the trust premises were given to the children.

Part of the testator's personal estate consisted of a moiety of an annuity granted by another person for ninety-nine years if three persons or any of them should so long live. These persons were living at the testator's death. The annuity was in fact redeemable on payment of a capital sum, but this does not seem material to the present point. Stopping here, however, it will be observed that, if an annuity is the same thing as an interest *pur autre vie* in personalty—and it is submitted that, on principle, and for the purposes of determining the relative rights of the tenant for life and remaindermen interested in the estate of the owner of the interest *pur autre vie*, an annuity of this kind is precisely similar to such an interest—*Beavan v. Beavan* is a valuable authority and very much in point. By far the greatest number of annuity cases are cases of annuities either created by the will of the testator, or annuities granted by the testator *inter vivos* and binding his estate after death. It is rarely that we find part of the estate of a testator consisting of a terminable annuity.

It is necessary to point out how the court dealt, in the last mentioned case, with the instalments of the annuity coming from time to time into the testator's residuary estate. In point of fact the annuity had not been paid for some years before the testator's death, nor was it paid for some years afterward. In due course a sum of money came in and was distributed in respect of the arrears of the annuity, and this raised the question of the rights of the tenant for life and remaindermen under the will. The tenant for life, of course, had received no benefit from the annuity instalments. Now, one part of the sum then coming into the estate was received in respect of arrears owing to the testator in his lifetime. But the other part was received in respect of arrears of instalments which accrued during the currency of the life-interest of the tenant for life under the will. If income of an interest *pur autre vie* is to be treated as income derived from a wasting security and payable, if the will allows of it, to the tenant for life, we should expect to find the court in *Beavan v. Beavan* (*supra*) directing that the whole of the moneys

received for arrears of the annuity accruing during the life interest to be paid over to the tenant for life. This, however, the court did not do. On the contrary it directed an apportionment. But, what is even more significant, in the last mentioned case, although the summons does not appear, perhaps, to have raised the point directly, the court made a prospective order as regards future instalments accruing during the life of the tenant for life, and it directed an apportionment as regards each of the future instalments, part of which were to be carried to capital and the balance paid to the tenant for life.

It was argued that all further payments in respect of the moiety of the annuity as they might accrue due should be treated as capital and invested, and that the tenant for life ought only to receive the interest on such investments. That the court did not accede to this argument does not disprove the soundness of the view expressed above, viz., that the instalments of income derived from an interest *pur autre vie* are capital—at any rate, in part. For assuming them to be such, each instalment would be much the same thing as a reversionary interest falling in some time after the testator's death. The tenant for life would have derived no income from it and would have a claim to participate in it, a claim which the court has acceded to, even where the trustees have had wide discretionary powers of postponing conversion. Thus in *Wilkinson v. Duncan* (1857, 23 Beav. 469), where a testator gave his residuary estate to trustees on trust to convert at such time or times as they should in their discretion think fit, and the trustees in their discretion allowed a reversionary interest to remain unsold for nineteen years, and then it fell into possession, the court held that the tenant for life was to be recouped by an apportionment between capital and income.

The apportionment in the last mentioned case is based on precisely the same principle, or rather the converse of the principle in the converse case where instalments of an annuity payable by the testator's estate have to be met from time to time. But in the latter case it is a question of burden and contribution, and the burden is apportioned between tenant for life and remainderman. If there is, as of course there must be, an equity for apportionment in the case of deferred payments out of the estate, there must also be an equity for apportionment in the case of deferred payments into the estate. It is suggested that the existence of wide powers of postponing conversion do not necessarily affect the question. In *Wilkinson v. Duncan* (*supra*) ROMILLY, M.R., said, in effect, that he had no doubt the discretion had been very properly exercised, but the real question was, what were the rights of the legatee in view of the exercise of the discretion.

In the recent case of *Re Sherry, Sherry v. Sherry* (1913, 2 Ch. 508) there were apparently very wide powers of postponement, and several strong indications of intention on the part of the testator that the property was to be enjoyed in specie during the life of the first tenant for life. Even if the view expressed above, as to the nature of an interest *pur autre vie* in personalty, be correct, it would of course be competent for any testator to intimate that the interest *pur autre vie* was to be regarded as a form of wasting property to be enjoyed in specie, and to show an intention that, as between tenant for life and remainderman under his will, the former was to take the income derived from the interest, and the latter should stand the chance of getting in due course the benefit of that income if the *cestui que vie* survived the tenant for life. This appears to have been the view which WARRINGTON, J., took on the provisions of the will and codicils in that case.

It is submitted, however, that the recent case does not decide that, in the generality of cases, an interest *pur autre vie* in personalty is not for the purposes of administration to be treated like an annuity forming part of the residuary estate, nor that the instalments ought not to be apportioned between capital and income as was done in the case of *Beavan v. Beavan* (*supra*).

LONDON COUNTY AND WESTMINSTER BANK (LIMITED).—The annual general meeting of the above bank was held on the 29th ult., Viscount Goschen in the chair. The chairman stated that their net profits for 1913 were £1,194,899, an increase of £139,420 on the previous year's working. They declared a dividend of 2½ per cent. for the year, and increased their carry forward to £156,644.

Reviews.

Magisterial Practice.

THE MAGISTRATE'S GENERAL PRACTICE, 1914. ELEVENTH EDITION. By CHARLES MILNER ATKINSON, M.A., LL.M. (Cantab), Barrister-at-Law, Stipendiary Magistrate for the City of Leeds. Stevens & Sons (Limited); Sweet & Maxwell (Limited). 20s.

Mr. Atkinson evidently contemplates the issue of his Magisterial Practice as an annual volume, thereby placing it on a level, as regards the up-to-date character of its material, with the standard volume of Stone. Not so bulky as that classic work, and written in a more readable form, Mr. Atkinson's book fills a useful niche in the country practitioner's law library. One of its best features is the magistrate's calendar at page cxi.; and there are two useful tables—one giving a list of penalties on summary convictions, and the other of offences triable by a single justice. Many new statutes passed in 1913 are noted in this edition, the chief of which is the Mental Deficiency Act, which greatly increases the work and responsibility of justices, as Mr. Atkinson points out. More than sixty new cases, too, have been added to this volume. Such an output of authoritative decisions on magisterial law during one year shows how rapidly the work of justices is ever growing. The justice of the peace, indeed, has been aptly termed the "judicial maid of-all-work."

Local Government.

LOCAL GOVERNMENT LAW AND LEGISLATION FOR 1913. Arranged and Edited by W. H. DUMSDAY, Barrister-at-Law. Hadden, Best & Co.

This useful digest contains the following matter: (1) all statutes passed in 1913 which affect Local Government, with an explanation and annotations; (2) a digest of all Local Government cases decided in the Superior Courts for the year ending 30th September, 1913; and (3) the more important circulars, orders, and other official memoranda on Local Government matters issued by Government Departments during the same period. Some matters included, indeed, seem scarcely a proper subject-matter for a book dealing purely with Local Government Law, e.g., the Criminal Law Amendment Act, 1912, section 4 of which is inserted and annotated apparently because "disorderly houses," with which it deals, are regarded by the author as in some way affecting the responsibilities of local authorities. Our criticism on this point, however, indicates the completeness of the book: it conscientiously includes everything that anybody could expect by any chance to find in a volume bearing the title it does. The work is well and carefully done, and should prove useful to lawyers as well as local officials.

Books of the Week.

Review.—Law Magazine and Review. February, 1914. Jordan & Sons (Limited). 5s.

Criminal Law.—Criminal Appeal Cases. Reports of Cases in the Court of Criminal Appeal, November 10th, December 1st, 8th, 15th, 19th, 20th, 1913. Edited by HERMAN COHEN, Barrister-at Law. Vol. 9, Part 7. Stevens & Haynes. 7s. 6d. net.

Correspondence.

Pleading the Gaming Act.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In the article, "Pleading the Gaming Act," in your issue of January 31st, it is stated that where the debt, i.e., the consideration, is an illegal one, and not merely void, then the transaction can be impeached by the court itself, at any stage. But if this is so, and it appears to be justified by the authorities cited, it seems difficult to understand why illegality was not pleaded, and if not pleaded, why the point was not taken by the court itself, in the case of *Hyams v. Stuart King*, that betting on horse-racing being an illegal game racing debts are not merely void, but illegal.

In *Hyams's case* it is distinctly stated that the debt, forbearance in respect of which was held to constitute a new and valid consideration arose out of betting transactions.

But in *Woolf v. Hamilton* (47 W. R. 70; 1898, 2 Q. B. 337) it was expressly decided that bets made on horse-races were illegal, and not merely void, and that, therefore, the holder for value of a cheque given for a racing debt, who had notice of the illegality of the original consideration, could not recover on it against the drawer.

On the face of it, it certainly appears very absurd that a man who

has been engaged in an illegal transaction, i.e., betting on horse-races should be entitled, by threats of exposure, to extort a promise to pay from the defendant what has been decided to be an illegal debt, and then to sue on such promise: whereas a third person, who has been no party to the illegal transaction, but has for value taken a negotiable security, with notice that it has been given for an illegal consideration, should be held disentitled to recover. This, however, seems to be the effect, stated in plain language, of the cases referred to.

X. Y. Z.

[See observations under "Current Topics."—Ed. S.J.]

CASES OF THE WEEK.

Court of Appeal.

Re PALACE RESTAURANTS (LIM.) No. 3. 20th Jan.

SOLICITOR—COSTS—TAXATION—WINDING UP—COSTS INCURRED BEFORE LIQUIDATION—JURISDICTION OF WINDING-UP COURT.

Upon the application of the official receiver as liquidator in a compulsory winding-up, the court sitting in winding-up can order taxation of the solicitor's bill of costs against the company for a period before the commencement of the winding-up.

This was an appeal from an order of Astbury, J. The appellants were a firm of solicitors, and the question raised was which was the proper tribunal to tax their bill of costs. In July, 1909, the Palace Restaurants, Limited, were in difficulties, and their then solicitors ceased to act for them. Thereupon the company retained the appellants and agreed to pay £250 and out-of-pocket expenses for their services for three months. In September, 1909, a winding-up order was made against the company. The appellants had received sums on behalf of the company, some of which they paid to the liquidator and others they retained, claiming a lien on them for costs. The liquidator asked them to send in a bill of costs in April, 1913, but no bill was delivered, and on the 26th of May he took out a summons to tax the costs, and an order was made that they should deliver a bill, but nothing was said as to how the costs should be taxed. A bill was delivered, together with a cash account, showing a balance of £13 due to the company. The liquidator then restored the summons and asked for taxation. Astbury, J., ordered simply that the bill should be taxed "in these proceedings." The appellants objected to their bill being taxed in the winding-up and said they were entitled to have it taxed under the Solicitors Act, 1843.

Lord READING, L.C.J.—I have had the opportunity of reading Lord Justice Buckley's judgment, and I agree with it.

Lord Justice BUCKLEY.—The question is whether, upon the application the official receiver as liquidator in a compulsory winding-up, the court sitting in winding-up can order taxation of the solicitors' bill of costs against the company for a period before the commencement of the winding-up. The question might arise in either one of two alternatives. First, the solicitor may have no cash account, but may be a creditor for the whole amount of the bill. Under these circumstances, he would have to come in and prove in the winding-up. There is no room for doubt but that in that proceeding it would be competent to the court in winding-up to ascertain what is the amount due to him. Secondly, the question might arise in a case (such as the present) where, having regard to the cash account, there is a balance due from the solicitor. Under these circumstances he might tender no proof, and it would be for the liquidator to enforce against him in a proper manner his liability to pay the amount due from him to the company. If the liquidator brought his action and the solicitor counter-claimed for costs, the judgment would be for the balance to be ascertained by taxation. It was suggested that having regard to section 164 of the Companies Act, 1908, the solicitor would not for this purpose be in the position of an ordinary debtor to the company; that the court or the liquidator (section 173) could, in the winding-up, call upon him to pay. This argument I think is not well founded. The court (section 164) or the liquidator (section 173) is entitled to call upon a person falling within section 164 (and the solicitor falls within it) to pay any money to which the company is *prima facie* entitled. But if a dispute is raised whether the company is entitled or not, there is nothing in the section empowering the court or the liquidator to determine that question. If the liquidator asserts against the solicitor that the solicitor is indebted to the company, that must be prosecuted, I think, in the same way as in the case of any other person. It may be, therefore, that the solicitors in the present case, when the liquidator's summons was issued, might have demurred to the jurisdiction, but they did not do so. An order was taken upon the summons for delivery of a bill, and in submitting to that order the solicitors, I think, submitted to a proper consequential order to give effect to it, that is an order to tax and an order for payment by such party as the taxation should find to be indebted. The case, therefore, in my opinion, raises the general question whether the court sitting in winding-up can order taxation of a bill due before the winding-up. The judge exercising jurisdiction in winding-up derives his authority from sections 131 and 132 of the Act of 1908. The jurisdiction is in the High Court (section 131 (1)), and the court having jurisdiction under the Act, has for the purposes of that jurisdiction all

the powers of the High Court; section 131 (6). The jurisdiction is, by virtue of section 132, assigned from time to time to particular judges of the Chancery Division, but they sit as judges of the High Court and have all the powers of the High Court. If therefore the summons were intitled in the matter of the winding-up and of the Solicitors Act, I have no doubt that the judge might make an order to tax under the Solicitors Act. In the present case, however, the summons is intitled in the winding-up only. But the judge has, none the less, in my opinion, jurisdiction to order taxation. The solicitor has no right to insist that his bill shall be taxed under the Act or not at all. This was decided in bankruptcy in the case of a solicitor who tendered a proof in *Ex parte Dilton* (13 Ch. D. 318). If the twelve months under the Solicitors Act expired before the death, bankruptcy or winding-up, so that taxation could not be obtained under the Act, the executor, or trustee, or liquidator is still entitled to question the amount and to have the proper amount ascertained: *Re Cole* (41 Ch. D. 326). Whether this is by taxation or moderation, or by a direction to inquire as to particular items, is another question. In my judgment, the solicitors having submitted to the jurisdiction, the liquidator was entitled to an order to tax this bill in these proceedings, and to a consequential order for payment. The present application does not raise the question whether the one-sixth rule under the Solicitors Act applies or not. If it did arise, I should have thought that it would be necessary to consider, on the one hand, the bearing of ord. 65, r. 27 38 (b), and the fact that the summons here is not intitled in the matter of the Act, and, on the other hand, to notice that the bill in this case was not for a bill of costs incurred by the liquidator, in which case *Re Marsh* (15 Q. B. D. 340) might apply, but was for costs incurred before the liquidation as in *Re Allingham* (32 Ch. D. 36). The only question, however, which we have to decide is whether an order to tax in these proceedings, and an order for payment, is right, where an order for delivery of a bill was made in these proceedings without objection by the solicitor. In my opinion it is. I think the appeal should be dismissed with costs.—COUNSEL, *Gore Brown, K.C.*, and *C. A. Bennett*; *The Solicitor-General* and *Austen-Cartmell*. SOLICITORS, *C. W. & S. E. Brown*; *The Solicitor of the Board of Trade*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

BONNEY v. JOSHUA HOYLE & SONS (LIM.) No. 1.
14th, 15th, 28th and 30th Jan.

WORKMEN'S COMPENSATION—RECORDING AGREEMENT FOR COMPENSATION—INSURED PERSON—NOTICE OF AGREEMENT SENT TO WORKMAN'S APPROVED SOCIETY—"PARTIES INTERESTED"—ALLEGED INADEQUACY OF LUMP SUM—RIGHT OF APPROVED SOCIETY TO INTERVENE AND OBJECT—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), SCHED. II. 9 (A). (D)—CONSOLIDATED WORKMEN'S COMPENSATION RULES, 1913, RR. 44 (3), 51 (5)—NATIONAL INSURANCE ACT, 1911, s. 11.

Where a workman and his employer seek to record a memorandum of agreement into which they have entered for the payment of compensation under the Act, and notice of such agreement is sent, in pursuance of the National Insurance Act, 1911, section 11, to the approved society in which the workman is insured, the society does not thereby become an "interested party" within Schedule II. (9) of the Workmen's Compensation Act, and has no right to intervene and object, on the ground of inadequacy or any other ground, to the agreement being recorded.

Rule 44 (3) of the Consolidated Workmen's Compensation Rules, 1913, so far as it purports to make the society an "interested party," is ultra vires.

Appeals in all matters coming under Schedule II., whether arising upon arbitrations or not, lie direct to the Court of Appeal.

Appeal by the Scottish Legal Health Assurance Society from a decision of the county court judge at Bury, Lancashire. In November, 1912, Frederick Bonney, a workman in the employment of the respondents, met with an accident arising out of and in the course of the employment. He was an insured person under the National Insurance Act, 1911, and a member of the above-mentioned approved society. Compensation at the rate of 9s. 6d. per week was paid by the employers until February, 1913. From February to April he resumed work at a slight reduction on his original wages. In May, 1913, Bonney and his employers entered into an agreement for the redemption of the weekly payment for £10. On the 7th of June a memorandum of the agreement was sent to the registrar of the county court, with a request that it should be recorded. The registrar sent notice of the agreement and request to the approved society, who replied objecting to the memorandum being recorded on the ground that the sum was inadequate. The registrar referred the matter to the judge, who sat to hear the application on the 15th of July, when the society was legally represented. Objection was taken by the employers that they had no *locus standi*, but the county court judge, in a considered judgment, overruled the objection, and awarded the society costs. The employers appealed. At the hearing of the appeal a preliminary objection was taken by counsel for the society on the ground that the decision having been given by the county court judge as a judge, and not as an arbitrator, the appeal lay not to the Court of Appeal, but to the Divisional Court, and reliance was placed on *Panagotis v. Owners of Steamship Pontiac* (1912, 1 K. B. 74) in support of that contention. The court took time to consider the point, and overruled the objection, distinguishing the *Panagotis* case, on the ground that it came under section 11 of the Act, which gave jurisdiction to any judge of a court of

record. They held that the proceedings were taken under Schedule II., which was headed "Arbitration, &c.," and that the schedule must be read as if appended to section 1 (3) of the Act. The scope of Schedule II. (4) had been widened in 1906 from the corresponding words under the Act of 1897. The proceedings in this case related to the amount of compensation payable within section 1 (3), therefore Schedule II. (4) applied, and the appeal lay to the Court of Appeal. The appeal then proceeded on the main question. *Cur. adv. vult.*

COZENS-HARDY, M.R., after stating the facts, proceeded:—The objection that the society had no *locus standi* was taken and overruled by the county court judge. The society were plainly not "parties to the agreement." By the former rule 49 (4) the only persons entitled to notice are the parties to the agreement, and they are the only persons entitled to attend. I think that the right of the society must depend solely upon the alterations made in the Consolidated Rules of 1913. Rule 44 (3) says that the society for the purpose of Schedule II. (9) and of the rules shall be "deemed to be parties interested." By rule 51 (5) the registrar is to send notice not merely to the parties to the agreement, but to the parties interested. What then is the position of the society? By section 11 (1) of the National Insurance Act, 1911, no benefit is to be paid where compensation is payable under the Workmen's Compensation Act at a rate less than 10s. a week, or where a lump sum of a value less than 10s. a week is payable, without deducting such weekly sum or value, and notice of an agreement for redemption of a weekly payment is to be given to the society. Such notice was given in the present case. There is nothing in that part of the section which confers any greater right on the society. Indeed, it is remarkable that it is not every order under the Act of which notice must be given; for example, an order on an application to review. Again, sub-section (2) accurately defines the rights of the society. If the man unreasonably refuses or neglects to take proceedings to enforce his claim to compensation, the society may at its own expense take, in the name and on behalf of the man, proceedings to enforce it. I am clearly of opinion that this sub-section has no application to a case like the present, where the society is not purporting to oppose, even if it could lawfully oppose, the application to record in the name of the man. The rights expressly conferred upon the society by section 11 are, in my opinion, exhaustive. It is not true to say that the society are "parties interested" under Schedule II. (9), and rule 44 (3), so far as it purports to say that they shall be deemed to be "parties interested," is *ultra vires*. There is nothing in Schedule II. (12) which authorizes the committees of county court judges to make any such rule. It follows that there was no jurisdiction to award costs to the society. The society may give information under Schedule II. (9) (d), but it does not thereby become a party to the proceedings. In my opinion, the appeal, which deals only with this point, must be allowed, and the society must pay the costs.

EVANS, P., who observed that in one sense the approved society was interested, i.e., financially, but there were also other persons so interested who were not entitled to take part in any proceedings, and

EVE, J., delivered judgment to the same effect.—COUNSEL, Sankey, K.C., and Adsehead Elliott; J. B. Matthews, K.C., and Comyns Carr; Barrington Ward. SOLICITORS, John Taylor, Blackburn; Kingsley Wood & Co., for Macloy, Murray & Co., Glasgow; Pritchard Englefield & Co., for Butcher & Barlow, Bury.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re THE PACAYA RUBBER AND PRODUCE CO. (LIM.).
BURN'S CASE. Astbury, J. 27th Jan.

COMPANY—PROSPECTUS—ACTION FOR RESCISSION OF CONTRACT BY APPLICANT FOR SHARES—MISREPRESENTATION.

Where statements are made in a prospectus inviting the public to subscribe for shares which are in fact untrue, but which are based on a report, a subscriber will be entitled to rescission of his contract with the company to take shares, even though the prospectus contains beneath such statements a paragraph that the above statements are based on the report, a certified translation of which can be inspected by intending applicants for shares. It is incumbent on the directors to go further, and warn the public that they do not vouch for the truth of the report.

This was a summons issued in the Company Winding-up Court for the removal of a name from the liquidator's list of contributories. There was an action by an applicant for shares in the Pacaya Rubber and Produce Co., Limited, which was commenced on the 27th of September, 1911, against the company to have his contract with them for the purchase of shares rescinded, on the ground that there had been misrepresentations in the prospectus advertising the intended issue of the shares. But on the 7th of February following the company was ordered by the court to be wound up, and a liquidator was appointed, and the liquidator forthwith included in his list of contributories the plaintiff in the above action, one Burn, who thereupon took out this summons to have his name removed from the list of contributories. The facts were as follows: In 1910 the Pacaya Rubber and Produce Co. (Limited) issued a prospectus inviting subscriptions for shares which consisted partly of extracts from a report made in 1906, and partly of statements by the directors, and beneath the said statements were the words, "The above statements are based on the report, a certified trans-

lation of which can be inspected by intending applicants." The prospectus, in fact, contained serious misrepresentations of fact, and the applicant on this summons desired to rescind a contract to take 800 shares applied for on the 30th of March, 1910, and wrote a letter on the 11th of October, 1910, purporting to rescind such contract. On the 18th of July following the company commenced an action against him to enforce the contract. On the 27th of September following the applicant commenced an action against the company for rescission of his contract with them. On the 7th of February, 1912, the company was ordered to be wound up. Counsel for the company contended that the report quite justified the prospectus, and that the statements in the prospectus were those of the maker of the report and not statements of the directors themselves. And, further, that if any of the statements were to be taken as statements made by the directors, they were only calculations as to the anticipated profits, and did not amount to statements of facts. Counsel for the applicant contended that the prospectus contained clear misrepresentations of fact by the directors.

ASTBURY, J., after stating the facts, said: There is no warning issued by the directors in this prospectus that they do not vouch for the truth of the statements contained in the report. There are misstatements of fact, and accordingly, in my judgment, the applicant is entitled to succeed. I order that the liquidator's list of contributories be varied by removing the applicant's name as a contributory from such list.—COUNSEL, Martelli, K.C., and R. J. Willis; Russell, K.C., and Whinney. SOLICITORS, Matthew J. Jarvis; Torr & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

PORTER v. TOTTENHAM URBAN DISTRICT COUNCIL. Div. Court.
16th and 21st Jan.

BUILDING CONTRACT—LIMITED TIME FOR WORK, WITH PENALTIES FOR DELAY—IMMEDIATE POSSESSION OF SITE—ACCESS BY ONE ROAD ONLY—THIRD PARTY PREVENTING ACCESS—CONSEQUENT DELAY—RIGHTS OF BUILDER.

A builder contracted with a building owner to build a school, and by the contract he was to be at liberty to enter on the premises for the purpose of executing the works immediately on the signing of the contract, and to deliver up the premises fit for use within ten months of the date of the contract, subject to penalties. Access to the site could only be obtained by one road. R. claimed a strip of land on the road, and threatening the builder with an injunction, caused delay in commencing the work. R. had no right to do this. The builder sued the building owner for damages, alleging that there must in such a contract be an implied warranty against any interference with immediate access to the land, and recovered damages before the official referee.

Held, on appeal, that judgment must be entered for the defendants. By such a contract the building owner undertook that prompt possession and use of the site should be given so far only as concerned his own acts and ability; he did not ensure such possession and use.

This was an appeal from a decision of the official referee. The plaintiff had contracted with the defendant council to build a school for them for £11,043. By the fourth clause of the contract the contractor was to be at liberty to enter on the premises immediately after signing the agreement for the purpose of executing the works, to begin the work forthwith, and to deliver up the premises fit for use within ten months of the date of the contract, subject to penalties. The site of the school was so situated that access to it could only be obtained from Keston Road. This road was separated from the road by a fence, and one-half of it had not been made up. The soil of the road was vested in one Rowley, who had an adjoining building estate. The defendants, to give the plaintiff access to the site, made an opening in the fence and put a gate in it; and it was provided in the bills of quantities that sleepers were to be laid down in the road as far as the middle and through the gateway on to the field. The plaintiff began the work on the 20th of February, but on the 6th of March he received a letter from Rowley, claiming the right to prevent carts from passing over what he claimed to be his private property and threatening an injunction. The plaintiff had no alternative except to give an undertaking not to proceed with the work, and the defendant council were given notice of this. Correspondence ensued. Rowley resisted all overtures, claiming a strip of land 1 in. wide all along the side of the road, which would have prevented the access given under the contract. Finally the defendant council were obliged to begin legal proceedings against Rowley, and obtained an injunction against him on the 11th of May. Although the case was taken to the House of Lords, and not finally decided till long after this date, the contractor, after the 11th of May, again proceeded with the work. The plaintiff brought an action to recover from the defendants the damages caused by this delay from the 6th of March to the 11th of May. The official referee gave judgment for the plaintiff for £560 12s. 6d., holding that the defendant council were bound, on making the contract, to give immediate possession of the whole site and that they had failed to do so. *Cur. adv. vult.*

RIDLEY, J., having stated the facts as set out above, read a judgment in which he said he thought that in such a contract as this the defendants were under an obligation to give immediate possession, because

the contractor was bound to begin at once on the work and to finish it within a certain time, subject to penalties. With a less stringent clause the result would have been exactly the same, and he referred to *Freeman v. Hender* (64 J. P. 260), *Mitchell v. Guildford Union* (68 J. P. 84), *Leslie v. Managers of the Metropolitan Asylums* (68 J. P. 84), and *Lawson v. Wallasey Local Board*. But here the reason of the delay and of the failure to perform the obligation under the contract was the interference of a third person, a mere trespasser, over whom the building owner had no control. If the decision were right, it would be difficult to define any limit to the liability of the building owner. The obligation to give prompt possession was based on the builder's contract to complete the work in a given time, whether or not that obligation was subject to penalties. In the absence of such a provision, the obligation would be otherwise. Therefore the liability put on the building owner had relation to the contract. There was no reason to be deduced from the position of the parties to the agreement why one of them rather than the other should be held to take on himself responsibility in the event of accidents which rendered performance impossible. Such cases as *Appleby v. Myers* (L. R. 2 C. P. 651) had been brought to the attention of the court, but the learned counsel for the respondent did not endeavour to contend that in the case of fire or other *force majeure* there would be a liability on the building owner. But he said that the building owner was liable for anything that might happen relating to his title or possession of the site, and that therefore in this case he was liable for the consequences of Rowley's interference. But that interference was as much beyond the control of the building owner as a fire or any other unforeseen occurrence, such as had been indicated. The distinction drawn seemed to him artificial, and would leave the liability of the building owner much wider than it need be, having regard to the reasoning on which rested the liability itself. In his opinion, the building owner did not ensure that prompt possession and use of the site should be given; he undertook that it should be so so far as his own acts and ability were concerned, but not otherwise. For these reasons he thought that the decision of the official referee was erroneous and ought to be reversed. Judgment would be entered for the defendants.

BANKES, J., read a judgment to the same effect.—COUNSEL, Macmoran, K.C., and Sharpe; Clavell Salter, K.C., and B. A. Cohen. SOLICITORS, F. Shelton; Hutchison & Cuff.

[Reported by O. G. MORAN, Barrister-at-Law.]

CASES OF LAST SITTINGS. House of Lords.

CABABÉ v. WALTON-UPON-THAMES DISTRICT COUNCIL.
11th and 12th Nov.; 12th Dec.

HIGHWAY—REPAIR—PRIVATE BRIDLE-WAY AND FOOTPATH SET OUT UNDER INCLOSURE AWARD—PRESUMPTION AS TO DEDICATION BEFORE 1835—PRESUMPTION AS TO COMPLIANCE WITH SECTION 23 OF THE HIGHWAY ACT, 1835—ABSENCE OF EVIDENCE OF INTENTION OF A PARTICULAR OWNER TO DEDICATE AT A PARTICULAR TIME—PRIVATE STREET WORKS ACT, 1892, ss. 6, 7.

In an appeal by the owner of property adjoining a way which had become a street against a provisional apportionment of expenses with regard to making up the way under the Private Street Works Act, 1892.

Held (affirming the decision of the Court of Appeal, 57 SOLICITORS' JOURNAL, 158; 1913, 1 K. B. 481; 11 L. G. R. 211), that the absence of evidence of any intention of any particular owner at any particular time to dedicate the way as a highway did not prevent section 23 of the Highway Act, 1835, from applying to it, and that as there was no evidence from which compliance with the requirements of that section could be inferred, the way was not a highway repairable by the inhabitants at large, and was a "street" which the council could make up under the provisions of the Private Street Works Act, 1892.

Appeal by the frontager from a decision of the Court of Appeal holding that she was liable to contribute to expenses of making up a road within the respondent's district. Before 1800 there existed on a common at Walton a way leading from Kingston High-road to a common field. By an Inclosure Act of 1800 and an award under it in 1804 the common was enclosed. The Inclosure Act extinguished existing highways over the common. The award set out the way as a private bridle-way and footpath for the use of the occupiers of certain allotments, and the way continued to be so used after the Highway Act, 1835, came into force. In the course of time the occupiers of the allotments used it as a cart or carriage-way as well, and by 1864 it had become a public highway for vehicles. In 1910 the Walton District Council resolved that the way, which had become a street, should be made up under the Private Street Works Act, 1892, and they approved a provisional apportionment of expenses upon the appellant, Mrs. Marianne Cababé and other adjoining owners. She objected to pay on the ground that the street was a highway repairable by the inhabitants at large, and contended that the conditions of section 23 of the Highway Act, 1835, must be presumed to have been complied with, or that they did not apply to the highway in question but only to highways which had become such by an intentional act of dedication and not by the mere neglect of the owner. The courts below decided against her.

THE HOUSE having taken time for consideration,

Lord LOREBURN, in giving judgment, said that the appeal was from an order of the Court of Appeal affirming an order of the King's Bench Division which upheld a decision subject to a special case of the Surrey Quarter Sessions. It was common ground that Cottimore-lane had been a highway since 1864, but quarter sessions found that it was not a public highway in 1835, and two other courts had agreed with that view. On the evidence it seemed fairly certain that the road became a highway at some date after the Highway Act of 1835 came into operation. The question then arose, Was it repairable by the inhabitants at large? It would have become so had it not been for section 23 of the Highway Act, 1835; but in his lordship's opinion the effect of that section was to prevent that result. It might be a hard case upon the appellant. He was afraid the law was against her, and accordingly he moved that the appeal should be dismissed with costs.

Lord DUNEDIN read a judgment to the like effect.

Lord KINNELL and Lord ATKINSON concurred.—COUNSEL, for the appellant, Finlay, K.C., and Cababé; for the respondents, Sankey, K.C., and W. Mackenzie. SOLICITORS, J. Westcott & Sons; Percy Webb.

[Reported by EMMETT REID, Barrister-at-Law.]

Court of Appeal.

FURTADO (Surveyor of Taxes) v. CITY OF LONDON BREWERY CO.
No. 1. 2nd, 3rd and 10th Dec.

REVENUE—INCOME TAX—APPLICATION TO AMEND ASSESSMENT—APPEAL—POWER TO STATE CASE—INCOME TAX ACT, 1842 (5 & 6 VICT. c. 35), s. 134—TAXES MANAGEMENT ACT, 1890 (43 & 44 VICT. c. 19), s. 59.

An application to the Income Tax Commissioners to amend an assessment under the Income Tax Act, 1842, s. 134, on the ground of loss of profits during the year of assessment is not an "appeal" against the assessment, so as to entitle the Commissioners to state a case for the opinion of the High Court under the Taxes Management Act, 1890, s. 59.

Appeal from a decision of Scrutton, J. (reported 58 SOLICITORS' JOURNAL, 120), upon a case stated by the Commissioners of Income Tax. The respondents were assessed to income tax in respect of the profits of their business for the year ending the 5th of April, 1911, upon the average of the profits during the three years immediately preceding. In the year of assessment they made a smaller profit than the amount at which they were assessed, owing to the increase in the license duties payable under the Finance (1909-10) Act, 1910. They made an application to the Commissioners for Income Tax under section 134 of the Income Tax Act, 1842, for an order for repayment of the sum overpaid on the basis of the assessment. The Commissioners made an order stating that the respondents were entitled to the relief asked for, but on the application of the appellant stated a case for the opinion of the High Court under section 59 of the Taxes Management Act, 1890. On behalf of the respondents the objection was taken that the application was not an appeal, and that therefore there was no power to state a case. The objection was upheld by Scrutton, J., and the surveyor of taxes appealed. Section 134 of the Income Tax Act, 1842, enables persons alleging a loss of profits in certain circumstances "to make application to the Commissioners" within three months from the end of the year, and on due proof thereof to their satisfaction "the said Commissioners shall cause the assessment to be amended, and give such relief as shall be just."

The judgment of the COURT (COZENS-HARDY, M.R., and SWINFEN EADY and PHILLIMORS, L.JJ.) was delivered by

SWINFEN EADY, L.J., who said the question was whether the decision of the Commissioners was final and conclusive, or whether a right of appeal existed by way of case stated for the opinion of the High Court. The rule of law was that an appeal did not lie unless expressly given by statute: *R. v. Hanson* (4 B. & Ald. 519, at p. 521). The Commissioners decided that the company was entitled to the relief claimed, and the burden was on the appellant to establish that a right of appeal existed. By the Income Tax Act, 1842, s. 118, a right of appeal was given to any person thinking himself aggrieved by any assessment, provided it was brought within a limited time. By sections 133 (since repealed) and 134 applications might be made for abatement on account of diminution of income or ceasing to exercise the applicant's trade before the end of the year, or on being deprived of the profits from any other specific cause. On such applications the validity of the assessment was not disputed, but admitted, the claim for relief being based on something which had happened since it was made, and which could not have been a ground of appeal. The argument of the Crown in support of the appeal was based on the following words in section 118: "And no appeal shall be received after the time so limited, except on the ground of diminution of income as herein mentioned." The words occurred in a section giving a right of appeal against assessments, and limiting the time within which such appeals might be brought. It then appeared to the framers of the statute that, as applications for relief under the subsequent sections could not from their nature be made within the time limited for appeals, it would be well to enact expressly that the provision shutting out appeals made after the time had expired should not extend to applications for relief; hence the insertion of the words above quoted. The court was quite unable to hold that the provision excepting those applications from the time within which appeals could be brought was sufficient to make them

appeals, which they were not in fact, or to give a right of appeal to the High Court which would not otherwise exist. Section 134 gave a right "to make application," not to appeal. There was not anything from which the applicant was appealing. Then it was urged by the Solicitor-General that section 164 made applications for exemption "appeals" which they would otherwise not be; and, if so, why might not section 118 have the same effect? The answer was that applications for exemption under section 164 were in substance appeals against any assessment being made. The person claiming exemption disputed that he was liable to pay income tax at all, and if he succeeded, the Commissioners "discharged the assessment." If the surveyor objected, the taxpayer was given an appeal to the Commissioners against the assessment in like manner as other aggrieved persons were given a right to appeal against their assessments. Their lordships were of opinion that an application for relief under section 134 was not an appeal under the Income Tax Acts, and was not within section 59 of the Taxes Management Act, 1880, that the Commissioners had no power to state a case, and therefore that the appeal must be dismissed.—COUNSEL, *Sir S. O. Buckmaster, S.-G., and W. Finlay; Ryde, K.C., and Bremner*. SOLICITORS, *Solicitor of Inland Revenue; Godden, Holmes, & Ward.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

DANIELS v. TREFUSIS. Sargent, J. 5th, 9th, and 19th Dec.

FRAUDS, STATUTE OF—SUFFICIENT MEMORANDUM OF AGREEMENT—SIGNATURE OF AGENT—STATUTE OF FRAUDS (29 CAR. 2, c. 3), s. 4.

A litigant in an action authorized his solicitor to forward certain documents to another litigant, which documents were subsequently held by the court to constitute a note or memorandum in writing of a contract sufficient to satisfy section 4 of the Statute of Frauds. When the litigant gave the authority to his solicitors to forward these documents he did not contemplate that they might be used against him in other proceedings to enforce that contract, which event in fact happened.

Held, that although in giving the authority the litigant might not have contemplated that the documents would form a note or memorandum of the contract sufficient to satisfy the Statute of Frauds, the authority to forward the documents was not invalidated thereby, and the litigant was liable for all the legal consequences following from the forwarding of the said documents which would have followed had the defendant forwarded the documents himself.

This was an action on a contract. The plaintiff alleged a sufficient memorandum under the Statute of Frauds (29 Car. 2, c. 3), section 4, and the defendant contended that his solicitors had no authority to sign a note or memorandum on his behalf. The facts were as follows. On the 11th of February, 1911, the defendant verbally agreed with a third party for the purchase of a certain property for £700, and paid £50 by way of deposit. This third party was then acting on behalf of the plaintiff as an undisclosed principal, but he subsequently contended that he had agreed to buy the property from the plaintiff for £600, and that in the agreement of 11th of February, 1911, he was acting on his own account, and he brought an action against the plaintiff for specific performance of his alleged agreement with the plaintiff, and it was arranged that the defendant should help the plaintiff to defend that other action, which he did, and it was in due course dismissed, with costs. The defendant then declined to complete the purchase under the agreement of the 11th of February, 1911, and the plaintiff accordingly brought this action against him for specific performance of that agreement, to which the defendant pleaded no sufficient memorandum in writing to satisfy the Statute of Frauds (29 Car. 2, c. 3), s. 4. During the course of the other action the defendant's solicitors had sent a statement prepared by the defendant to the plaintiff's solicitors to help them with the other action. This statement was now relied on by the plaintiff as being a sufficient note or memorandum in writing to satisfy the Statute of Frauds. At the trial the plaintiff was allowed to amend his claim and allege part performance of the contract. Counsel for the defendant contended that when the solicitors obtained the proof from him for the use of the plaintiff in the other proceedings, they were not acting as agents for the defendant, but as agents for the plaintiff. He also contended that, even if the solicitors were the defendant's agents in that transaction, their authority did not extend to the signing on his behalf of any note or memorandum of a contract.

SARGENT, J., after stating the facts, said:—The first contention by the defendant that these solicitors were not acting as his agents in that transaction is quite untenable. As to his second contention, the authority which the defendant gave to the solicitors was an authority to forward to the plaintiff's solicitors certain particular documents, and although the defendant might not have been contemplating that those particular documents would form a note or memorandum sufficient to satisfy the Statute of Frauds, that in itself did not invalidate the authority to forward the documents or prevent all the legal consequences following from the forwarding of them, which would undoubtedly have followed just the same if the defendant had signed the letters and enclosed the statements himself. On the question of

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part performances, I should have held that there was sufficient evidence of part performance in this case.—COUNSEL, *Romer, K.C., and J. G. Wood; Martelli, K.C., and Whitmore Richards*. SOLICITORS, *Elvy Robb & Welch, for Turner, Turner & Martin, of Ipswich; C. R. Taylor, Sons, & Harris.*

[Reported by L. M. MAY, Barrister-at-Law.]

Societies.

United Law Society.

A meeting of the above society was held on Monday, the 2nd of February, at 3, King's Bench-walk, Temple, E.C.

Mr. S. S. Abrahams moved: "That the case of *Edwards v. Wingham Agricultural Implement Co. (Limited)* (1913 L. R. 3 K. B. 596) was wrongly decided." Mr. W. D. Coleridge opposed. The following gentlemen also spoke: Messrs. Morden, G. Lailey, T. Jamieson, T. Aynes, C. P. Blackwell, and Norman Aaron. The motion was lost by one vote.

The Union Society of London.

The fourteenth meeting of the 1913-14 session was held in Lecture Room B., 3, King's Bench-walk, Temple, on Wednesday, the 4th of February. The president was in the chair. Mr. Kingham moved: "That in the opinion of this house payment of Members of Parliament is not in the best interests of the country." Mr. Phillips opposed. There also spoke:—Mr. Counsell, Mr. Stevens, Mr. Willson, Mr. Crauford, Mr. Treadway, Mr. Gallop, Mr. Roulston, Mr. Rowe, Mr. Hole. The motion was carried.

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 14th and 15th January, 1914.

A Candidate is not obliged to take both parts of the examination at the same time.

FIRST CLASS.

Richards, Gwilym Ivor.

PASSED.

Barrenger, William George.	Mann, Leslie John.
Bedwell, Leonard James.	Matthews, Francis Reginald, B.A.
Cabell, Percy Victor.	(Oxon.).
Cotching, Edward Glenister.	Moreing, Adrian Charles, B.A.
Davies, Owen Gilbert Jehu.	(Cantab.).
Evans, William David Russell.	Muckle, Robert.
Godlove, Louis.	Newson, William Hill.
Guest, Leslie Bate.	Pickavance, Joseph.
Hall, Alfred Edward.	Raley, Walter Hugh.
Hewitt, Evelyn Lovell.	Richmond, Walter Thomas.
Hopkins, John.	Roberts, William Lawton.
Humphrys, Reginald Percy, B.A.	Smith, Alexander Noel.
(Cantab.).	Smith, Alfred Thomas.
Jones, David Howel.	Thornton-Jones, Henry William.
Lightman, Stanley.	Tucker, Albert John.
Little, Richmond Holme.	Turner, Reginald Stanley.

THE FOLLOWING CANDIDATES HAVE PASSED THE LEGAL PORTION ONLY:—

Aman, John Godfrey.	Jones, Gordon.
Baggallay, Geoffrey Thomas.	King, Bernard Ellis.
Belk, Eric Herbert.	Lambert, Terence Henry.
Bockett, Harold Arthur Palmer.	MacDonnell, Archibald Garvey.
Broad, John Eric.	Mason, Ernest Edwin.
Broughton, Bernard Lennox, M.A. (Oxon.).	Mudford, Harold Ernest.
Clark, John Evelyn, B.A. (Oxon.).	Myers, Jonas Louis.
Clarke, Joseph Spottiswoode, B.A. (Cantab.).	Nichols, Basil George.
Croft, Desmond Warrick.	Oddie, Wilfrid Philip.
Croft-Smith, Edwin Spencer.	O'Kelly, Reginald John.
Drew, Joseph Gardner.	Pearson, Sam.
Dutton, Charles.	Pope, Eric Hamilton.
Fox, Cedric Earle.	Read, Arthur John Stratford.
Giles, Russell Ross.	Richards, Frank Leonard.
Gordon, James Miller.	Sale, Richard Crawford.
Hamer, Reginald Barnes.	Sharp, Stephen Oswald, B.A. (Cantab.).
Harrison, Geoffrey Kesteven.	Stammers, Sidney Robert.
Jackson, Herbert Edmund.	Symonds, John Dudley Barker.
Jasper, Reginald Frederic Tudor, B.A. (Cantab.).	Trower, William Gosselin, B.A. (Oxon.).
Johnson, Cyril Benton, B.A. (Oxon.).	Williams, Thomas.
	Wright, Henry Herbert Sydney.

No. of Candidates ... 146. Passed ... 71.

THE FOLLOWING CANDIDATES HAVE PASSED THE TRUST ACCOUNTS AND BOOK-KEEPING PORTION ONLY:—

Alexander, Donald Foley.	Lloyd, Richard Glyn.
Bancroft, George Raymond Bees-ton, LL.B. (Victoria).	Lupton, Gilbert.
Barry, James Raymond.	Malim, Arthur Wentworth.
Brewer, Alan.	Maybury, Charles Garde.
Dewhurst, Ernest Thomas.	Nicholl-Carne, Thomas Mansel.
Edwards, Arthur Trevellyn.	Pilgrim, Harold Stephen.
Evans-Vaughan, Reginald Wynne.	Pitt, Sydney Hewitt, B.A. (Oxon.).
Farrell, Joseph.	Powell, William Neilson.
Fletcher, Ernest William Shaw, LL.B. (London).	Proctor, Frederick.
Foulkes-Roberts, Peter Roberts.	Rennie, Morgan Bowes.
Fuller, William.	Ritson, Charles Frederick Ambrose.
Gardiner, Eric Gordon.	Rooke, Wallace Mortimer, B.A. (Oxon.).
Hainsworth, Walter.	Rose, Reginald George.
Hamilton-Richards, Ernest.	Rumprecht, John Godfrey Frank Colton.
Hare, Bernard Urmoston.	Simpson, Geoffrey Barnsley, B.A., LL.B. (Cantab.).
Harris, Arnold Frank Stapleton, B.A. (Cantab.).	Spencer-Hogbin, Frederick Spencer, B.A. (Cantab.).
Harrison, Eric Vernon.	Tarbet, Montague.
Holland, James William Thurstan, B.A. (Oxon.).	Taylor, Edward Mallalieu Brooke.
Howlett, Charles Wilfred.	Wagner, Karl Wilhelm Robert B.A. (Cantab.).
Hughes, Eric Yorath.	Walsh, Gordon Herbert Alford.
Jeffreys, Eric Webb.	Ward, David Ernest.
Jones, Henry Vaughan Edwards.	Warner, Kenneth Charles Harman, B.A. (Oxon.).
Jones, Leonard Meador.	Wilson, Geoffrey Francis Edward.
Knighton, George Francis, B.A. (Oxon.).	
Lazarus, Bernard Arthur Montague.	

No. of Candidates ... 116. Passed ... 78.

By order of the Council,

S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.,
30th January, 1914.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 12th and 13th of January, 1914:—

Akaster, Cedric Harcourt.	Cunningham, John.
Archer, John.	Davies, David Berwyn.
Baddiley, Raywood William.	Davis, Barnard Burrell.
Baldwin, Oswald Victor.	Deacon, Gerald John Cole.
Barker, Harold Frederic.	de Rougement, Gerald Lisle Alexander, B.A. (Oxon.).
Bayley, Thomas Leopold.	Duff, Douglas Garden, B.A. (Cantab.).
Beardley, Frank.	Duke, Clement Bernard.
Benton, Frank Boyfield.	Failes, Wilfrid Hugh.
Blake, John Humphrey, M.A. (Oxon.).	Finch, Fred James.
Bower, Basil Cedric.	Geldard, Cyril John.
Brodrick, Edward, LL.B. (Victoria).	Girling, Isaac Joseph.
Brooks, Eric Sydney Clifford.	Gwyn, Arthur William.
Burton, Maurice Edward.	Hales, John Baseley, B.A. (Cantab.).
Cabrera, William Joseph.	Hallam, Clement Thornton.
Carter, Charles Harold.	Handley, Harold.
Cholmeley, Hugh Valentine.	Hill, John Henry.
Clegg, Frank Cecil, B.A. (Oxon.).	Holden, Timothy.
Cotton, Gerald Vincent.	

Holland, Ralph Bertram.	Pearman-Smith, Pearman Beebe, B.A. (Cantab.).
Hughes, Ernest Charles.	Perkins, Frederick William.
Hughes-Jones, Oswald, B.A., LL.B. (Cantab.).	Pickles, Harry Thornton, M.A., LL.B. (Victoria).
Hutchinson, Edgar Francis.	Price, Clifford James.
Hutchinson, Noel Wilfrid, B.A. (Cantab.).	Price, John James.
Jackson, Warwick.	Prince, Hugh.
Jennings, Richard William, B.A., LL.B. (Cantab.).	Quiggin, Percy Milcrest.
Jobling, Thomas Ernest.	Renshaw, Cyril Laurence.
Johnson, Douglas.	Rhodes, John Parker.
Johnson, Thomas Roscoe.	Roberts, Alan Dixon, B.A., LL.B. (Cantab.).
Jones, Allan Gwynne.	Roebuck, Alexander Boyd.
Jones, Trevor John.	Rose, Eric Dudley.
Jones, William Holden.	Satterthwaite, Reginald Edward, B.A. (Oxon.).
Kendall, Harold.	Scott, Archibald Edward.
King, Charles Francis.	Siddall, Ernest Douglas Costain.
Kufek, Charles Edward.	Slade, Robert Blackmore.
Langley, Colin Kendall, B.A. (Oxon.).	Smith, Robert Bernard.
Lea, George Harry.	Stalker, Jonathan.
Lee, Charles William.	Stanford, Herbert Claude, B.A. (Cantab.).
Lenton, Frank Donald.	Tanqueray, Frederic Baron.
Lewis, Francis Attwater.	Tarelli, Charles Camp.
Lidiard, Herbert Seppings.	Thornewill, John Miles Hammond, B.A. (Oxon.).
Lightburn, John Edward.	Tunncliffe, Gerald England.
Llewellyn, William Eustace.	Turner, William Jervis.
Mackay, Milburn Vincent.	Ulyott, Cecil.
Maingot, Elliot Francis.	Vine, Bernard Theodore, B.A. (Cantab.).
Mannooch, John Kingscote, LL.B. (Cantab.).	Wace, Henry Edward.
Matthews, Cyril Vincent.	Walker, Cecil Hugh.
Matthews, Stanley Owen.	Wayne, Francis Harold.
Maw, Allan.	Whitworth, Charles Edward.
Mew, John Henry.	Willett, John Wickham.
Mole, Gerald Chamberlain.	Williams, Douglas Lionel Gwynne.
Moorwood, John, B.A. (Oxon.).	Williams, John Allan.
Morris, Guy Rallison.	Winterton, Herbert George.
Newell, Robert Daniel.	
Passey, John.	
Passmore, Leonard Wolfe.	

No. of Candidates ... 139. Passed ... 106.

By order of the Council,

S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.,
30th January, 1914.

Law Students' Societies.

WREXHAM AND DISTRICT LAW STUDENTS' SOCIETY.—The fourth ordinary meeting of the above society took place on Tuesday evening, the 3rd inst., at the Public Library, Wrexham. Mr. W. Wynn Evans occupied the chair. The subject of the debate being "Gray's Inn Moot No. 2." Mr. Sam Hughes opened in the affirmative, and Mr. Hugh B. Jones opened in the negative. The following gentlemen also spoke: Messrs. T. O. Bury, Norman D. Bird, W. E. Williams, N. Hugh-Jones, Alyn James, and C. J. Newman. After the openers had replied, the chairman summed up, and upon putting the vote to the meeting, the first four heads were decided in the negative, and the remaining head, namely, remoteness of damage, in the affirmative.

LAW STUDENTS' DEBATING SOCIETY.—At a meeting of the society, held on the 3rd of February, 1914 (Mr. C. F. Woodbridge in the chair), the subject for debate was "That this house advocates the abolition of capital punishment." Mr. A. R. Penny opened in the affirmative; Mr. H. G. Meyer seconded in the affirmative. The following members also spoke: Messrs. D. L. Strelitski, C. H. Woolrych, E. S. Richards, R. F. Mattingley, A. T. Amand, H. K. Turner, A. J. Lay, W. M. Pleadwell, and C. R. Morden. The motion was lost by four votes.

Obituary.

Judge Sir T. W. Snagge.

His Honour Judge Sir Thomas William Snagge, K.C.M.G., judge of county courts, Oxfordshire, and Recorder of Woodstock, died on the 1st inst. at his residence, Cadogan-gardens, Chelsea, after a few days' illness. Sir Thomas Snagge belonged to an old Bedfordshire family, one of his ancestors being Thomas Snagge, of Marston Mortagne, Speaker of the House of Commons in the reign of Queen Elizabeth. He was born in 1837, and was educated at Trinity College, Dublin, where he took honours in classics and ethics, graduating as Master of Arts in 1863. He was made an honorary LL.D. of Dublin in 1904; he had become an honorary M.A. of Oxford in 1895, with honorary membership of Oriel College.

Sir Thomas Snagge was called to the bar in 1864, and joined the Home Circuit. He was junior counsel to the Board of Trade from 1881 to 1883, and was Commissioner under the Municipal Corporation Act, 1882. In 1890 he was appointed as the sole Commissioner to conduct the inquiry and draw up the report which led to the passing of the

Criminal Law Amendment Act, 1885. He was the British delegate at the International Diplomatic Conference on the White Slave Traffic in Paris in 1902, and the senior delegate to represent Great Britain at the International Congress on the same subject in Paris in 1906. He was admitted in Washington in 1875 to the bar of the United States.

Sir Thomas Snagge was appointed in 1883 a county court judge, and he was on the Oxford circuit at the time of his death. He wrote a book on "The Evolution of the County Court." He held, says the *Times*, strong views on the overloading of the county courts with work, and he described as an "odious and dreadful system" the making of orders in judgment summonses against persons who could hardly keep body and soul together. He was also a determined opponent of the system of imprisonment for debt, which he stigmatized as "a barbarous and baneful system."

He was knighted in 1903, and created a Knight Commander of St. Michael and St. George in 1912. He was a justice of the peace and a deputy-lieutenant, and had been Recorder of Woodstock since 1912.

The late judge married, in 1866, Maria Frances, eldest daughter of the late Mr. E. J. Morgan, of St. Petersburg. She died in 1907. He leaves three sons, Mr. T. Mordaunt Snagge, Mr. Harold Snagge, and Commander Arthur Snagge, R.N., and five daughters, one of whom is the Hon. Mrs. Bernard Barrington and another Lady Gull, wife of Sir William Cameron Gull.

Legal News.

Appointments.

The King has approved the appointment of WILLIAM WARWICK BUCKLAND, M.A., Senior Tutor of Gonville and Caius College, Cambridge, to be Regius Professor of Civil Law in the University of Cambridge, in succession to Professor E. C. Clark, resigned. The new professor entered Gonville and Caius College in 1881. He was a scholar of the college, and headed the list of the Law Tripos in 1884, when he was awarded the Chancellor's medal for legal studies. In 1887 he was elected a Fellow of Caius, and has been law lecturer there since 1895, and tutor since 1903. Mr. Buckland has written several books which have commanded the attention of the learned in the legal world. In 1906 he published "The Roman Law of Slavery"; in 1911, "Equity in Roman Law"; in the following year he issued "The Elementary Principles of Roman Law"; and he was joint author with the late Mr. G. B. Finch of a selection of cases on the English Law of Contract. Mr. Buckland is a barrister of the Inner Temple, and at present senior among the tutors of Caius.

Mr. ALBERT GRAY, K.C., and Mr. ERNEST M. POLLOCK, K.C., have been elected Benchers of the Inner Temple.

The Attorney-General, with the approval of his Majesty, has appointed Mr. JOHN HORACE ROUND, D.L., LL.D., to be Honorary Historical Adviser to the Crown in Peerage Cases. Dr. Round has for many years past gratuitously placed his services at the disposal of those who advise the Crown in connection with cases of this character. Dr. Round has, says the *Times*, long had a great reputation as an antiquary and historian. Born in 1854, he was at Balliol, and obtained a first class in modern history. He is the author of "Studies in Peerage and Family History," 1900; "Peerage and Pedigree," 1910; and "The King's Serjeants," 1911; also "Geoffrey de Mandeville," "Feudal England," "The Commune of London," "Calendar of Documents Preserved in France," and smaller works, as well as contributions to the "Dictionary of National Biography," "The Complete Peerage," "The Victoria County History," "Domesday Studies," and the historical and archaeological periodicals.

The following solicitors have been appointed justices of the peace for the city of Norwich:—Mr. E. E. BLYTH, B.A., LL.D., first Lord Mayor of Norwich, and hon. secretary of the Norfolk and Norwich Incorporated Law Society, who was admitted in 1878; and Mr. WALTER GEORGE STEVENS, who was admitted in 1881.

Mr. CLEMENT E. STREDWICK has been appointed Assistant King's Proctor, in the place of Mr. W. Brown, retired. Mr. Stredwick has been principal clerk in the King's Proctor's Office for some years.

Changes in Partnership.

Dissolutions.

CHARLES RADFORD FREEMAN, ARTHUR FREEMAN, and CHARLES KEITH JAGO ROOKE, solicitors (Freeman & Son), 30A, George-street, Hanover-square, London. Jan. 31. The said Charles Radford Freeman and Arthur Freeman will continue to practise in partnership at the same address. [*Gazette*, Feb. 3.]

General.

At the opening of the Devon Assizes at Exeter, on Monday, it was announced that Mr. Justice Lawrence was unable to sit in the *nisi prius* court, having developed a chill since his arrival in the city. He attended Divine service at the Cathedral on Sunday morning. Mr. J. A. Hawke, K.C., Recorder of Plymouth, sat as Commissioner in that court for the day. Other arrangements had to be made for the trial of cases for which Mr. Hawke had been briefed.

EQUITY AND LAW

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Philip G. Collins, Esq.
Robert William Diddin, Esq.
Sir Kenelm E. Digby, G.C.B., K.C.
Charles Baker Dimond, Esq.
Sir Howard W. Elphinstone, Bart.
Richard L. Harrison, Esq.

L. W. North Hickley, Esq.
Archibald Herbert James, Esq.
William Maples, Esq.
Allan Ernest Messer, Esq.
Edward Moberly, Esq.
The Right Hon. Lord Justice Phillimore
Charles R. Livingston, Esq.
Mark Lemon Romer, Esq., K.C.
The Hon. Charles Russell.
B. P. Bowling Trevanion, Esq.

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W. P. PHELPS, *Actuary and Secretary*.

It was stated on Thursday that Mr. Justice Lawrence was progressing favourably.

It has now been finally decided, says the *Times* correspondent at The Hague, to found an Academy of International Law there. The capital supplied by Dr. Goedkoof and the heirs of the late M. Asser will be used for the purpose, and a considerable portion of the cost of maintenance will be defrayed by large annual contributions from the Carnegie endowment for international peace. The Academy will be housed in the Palace of Peace, and will have an international committee of management composed of ex-presidents of the Institute of International Law.

Mr. Conolly, a defendant in the case of *Keats v. Conolly and Others*, which was down for hearing before Mr. Justice Darling and a special jury, applied on Tuesday that the case might be heard by another judge. He said that he had heard his lordship's summing up in a recent case, and he would like this case to be tried by another judge. Mr. Justice Darling: Nothing would give me greater pleasure. The applicant: And me also, your lordship, if I may say so with respect. Mr. Justice Darling: Then we will try and oblige one another. Mr. McCall, K.C., for the plaintiff, opposed the application, but his lordship said that he would let the case stand over to be tried by another judge. The applicant must pay the costs thrown away by the application being made at the last minute.

At the rising of the court last Saturday morning, Mr. Justice Darling said that, with reference to statements made as to the state of business in the courts, he was sorry to say that then, at 11 o'clock in the morning, there was absolutely nothing more to go on with. Yesterday there were six Order XIV. cases set down for trial, three of which had been withdrawn, and the others put down for him to try. One of these had been settled; in another the defendant did not appear, and in the third there was no defence. Two of them were moneylenders' actions. There were now no Order XIV. cases awaiting trial at all. In these circumstances it seemed to him that they would have to go on with ordinary jury cases on Saturdays, however inconvenient that might be—as they were told it would be—to litigants.

The Labour Party, says the *Times*, will raise the question of the deportation of the South African Labour leaders in the House of Commons at the earliest possible moment by an official amendment to the Address. It is the party's intention to frame this amendment so as to raise the issues involved in the widest possible form. It has been suggested that legal proceedings may be taken in this country against the captain of the Umgeni for false imprisonment, but no definite decision can be come to until the deported men have arrived. There is a general expectation in Labour circles here that some such action will be taken, but it must be initiated by the deported men. It is understood that they will be backed in any such proceedings by the whole weight of the Labour Party. It is further stated that the issues discussed by Professor Morgan in his letter which appeared in the *Times* of the 2nd inst. have been under the consideration of the executive committee of the Labour Party and their legal advisers.

All the foreign Diplomatic Missions here, says the Constantinople correspondent of the *Times*, have protested to the Porte against the increasing frequency of violations of diplomatic extra-territoriality, and have demanded that adequate measures be taken to prevent any recurrence of such incidents. The Porte has apologised to the Netherlands Minister for the recent infraction by Turkish military police of the right of asylum in his Legation, but this incident is not yet closed. To this the *Times* adds the following note:—The direct cause of these diplomatic protests was the arrest (reported in the *Times* of the 26th of January) of an Albanian ex-deputy named Hassan Basri Bey, who had taken refuge in the grounds of the Netherlands Legation at Pera. Notwithstanding an immediate protest from the Dutch Legation, Hassan Basri Bey appears not to have been released. The joint action of all the Constantinople Embassies and Legations in this matter is doubtless due in part to the recalcitrance of the Ottoman authorities and in part to the previous violation of Russian extra-territoriality by the arrest of Kavakli Mustafa on board a Russian vessel.

A memorial has been sent to the Prime Minister, praying him to receive a deputation with a view to the introduction, as a Government measure in the Session of 1914, of a Bill for abolishing prosecutions for blasphemy. The signatories include, in addition to a number of authors, artists, university professors, and members of Parliament, Canon Cheyne, the Rev. Dr. James Drummond, Professor Archibald Duff, Dr. J. Estling Carpenter, Archdeacon Escreet, Dr. Rendel Harris, the Rev. F. A. Simpson, and the Rev. T. P. Spedding.

Mr. Howard Martin, an official referee under the Finance (1909-10) Act, 1910, has, says the *Times*, given his award in the case of *Stevens v. The Commissioners of Inland Revenue*, an appeal against the levying of undeveloped land duty on the Ivy Cricket Ground, Honor Oak. The referee has decided that the land, which is equipped with dressing rooms and so forth, is used for a business, trade, or industry other than agriculture, and is therefore exempt from undeveloped land duty. The Commissioners are ordered to pay the appellant's costs.

Acting for the executors of the late Sir Ford North, Messrs. Edwin Fox, Bousfield, Burnetts, & Baddeley last week offered twenty £150 shares (£75 paid) in the "Serle-street and Cook's-court Improvement Company." The company was incorporated by special Act of Parliament, 1872, further powers being granted in 1878. The company was formed for the purpose of acquiring certain land in Serle-street and Carey-street upon which the building known as New Court stands. The shares are of the value of £150 each, with £75 per share called up and paid, and they realised £30 each.

Not a few eminent men, says the *Globe*, would have led very different lives if all the offers of judgeships had been accepted. Lord Knutsford, who has recently died, would probably have ended his days as a county court judge if he had not declined the offer he received. Two judges in comparatively recent years—Sir Kenelm Digby and Sir M. D. Chalmers—left the county court bench to become Permanent Under Secretaries at the Home Office, but such instances of promotion are extremely rare. One of the most famous modern chief justices had the wisdom to refuse a county court judgeship while he was junior. Lord Russell of Killowen was given by Lord Westbury the chance of presiding in a county court.

At Gloucestershire Assizes on the 30th of January, says the *Times*, Mr. Justice Scrutton, in his charge to the grand jury, said that one of the cases in the calendar illustrated the difficulties attending the grand jury system. A man was charged with an offence against a married woman, and the defence was that of consent. When the grand jury came to hear the evidence they would probably feel very grave doubt whether it was a case in which a petty jury would convict. He could not, however, direct them to throw out the bill. If they threw out the bill, it would be practically equivalent to finding the woman guilty of adultery. It was not technically so, but it would be so taken. The grand jury would consider whether it was right that a woman should be practically found guilty of adultery in private—that was, if they thought of ignoring the bill; or whether she had not the right to say that, if such a charge were to be found against her, it should be done in public, as the prisoner would be found guilty in public if he were convicted.

Mr. Justice Bargaive Deane, sitting in the Probate, Divorce, and Admiralty Division, referred on Tuesday to Mr. William Brown, who retired from the post of Assistant King's Proctor on Monday last, in the following terms: "I do not think that it is usual to do what I am going to do, but I think that, from our great knowledge of Mr. William Brown, I should say how I regret to find that he, at the age-limit, has had to give up his post of Assistant King's Proctor. We have all known him a great number of years, and he has always done his duty, and I am sorry that we shall not now get the benefit of his experience. It is unusual that I should say this, but I think that we have known him for upwards of forty years helping us in this work." Mr. Willock, on behalf of the Bar, said: "We all sympathise with him on his retirement."

A memorandum (No. 3) of the Local Government Board relative to the operation of the Housing, Town Planning, &c., Act, 1909, and the earlier housing Acts as amended by that Act which has been issued as a White Paper [Cd. 7,206], gives, among other matter, in a brief form all the information in the possession of the Board as to the progress made by local authorities in regard to the preparation of town planning schemes. On the 31st of December, 1913, two schemes submitted by one local authority, and dealing with 3,762 acres, had been finally approved by the Board. Three schemes, affecting 6,503 acres, had been prepared by three other local authorities and submitted to the Board for approval, and 47 schemes, affecting 70,900 acres, had been authorized by the Board to be prepared or adopted by 37 local authorities. Applications from 14 local authorities for authority to prepare 14 schemes, affecting 29,761 acres, were under the consideration of the Board, and in 17 other cases the Board had information that the preliminary notices had been given by local authorities with a view to applications being made for authority to prepare schemes. In 119 other cases the local authorities were known to the Board to have had the matter under consideration. It is stated, in conclusion, that the regulations governing the procedure in regard to town planning schemes have been in force some three and a half years, and, in view of the experience gained and representations made in favour of certain amendments, the Board contemplate a revision of the regulations at an early date.



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HERRING, SON & Daw (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

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Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
EMERGENCY APPEAL COURT				
ROTA.				
Date.	Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
	JOYCE.	JOYCE.	JOYCE.	JOYCE.
Monday Feb. 9	Mr. Bloxam	Mr. Church	Mr. Jolly	Mr. Groswell.
Tuesday10	Jolly	Farmer	Greswell	Church
Wednesday11	Greswell	Syngé	Borror	Leach
Thursday12	Leach	Jolly	Syngé	Borror
Friday13	Borror	Bloxam	Farmer	Syngé
Saturday14	Gold-chmidt	Greswell	Bloxam	Jolly
Date.	Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
	NEVILLE.	EVE.	SARGANT.	ASTBURY.
Monday Feb. 9	Mr. Goldschmidt	Mr. Syngé	Mr. Farmer	Mr. Leach
Tuesday10	Bloxam	Borror	Syngé	Goldschmidt
Wednesday11	Farmer	Jolly	Bloxam	Church
Thursday12	Church	Bloxam	Goldschmidt	Greswell
Friday13	Greswell	Goldschmidt	Leach	Jolly
Saturday14	Leach	Farmer	Church	Borror

The Property Mart.

Forthcoming Auction Sales.

February 10.—Messrs. **WEATHERALL & GREEN**, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Jan. 10).
February 11.—Messrs. **ROBINSON, GOSW & MEARS**, at the Mart, at 2: Freehold and Leasehold Properties (see advertisement, back page, Jan. 31).
February 17.—Messrs. **THURGOOD & MARIN**, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Jan. 31).
February 18.—Messrs. **TROLOPE**, at the Mart: Town House (see advertisement, back page, Jan. 17).
February 18.—Messrs. **DOUGLAS YOUNG & CO.**, at the Mart, at 2: Leasehold Ground Rents (see advertisement, back page, Jan. 31).

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—FRIDAY, Jan. 30.

BRIGHT'S ELECTRIC PICTURES, LTD.—Creditors are required, on or before Mar 2, to send their names and addresses, and the particulars of their debts or claims, to Newsome Thwaite, junr, 47, Temple row, Birmingham, liquidator.
E. T. HOLDSWORTH & CO, LTD.—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to Frederick Hineley Lee, 5, Bank st, Bradford, liquidator.
FORTUNA CO, LTD.—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to George Handel Wells, 6, Queen st, pl, liquidator.
LONDON STEREO TYPE WORKS, LTD. (IN LIQUIDATION)—Creditors are required, on or before Mar 13, to send their names and addresses, and the particulars of their debts or claims, to William Ruben Lane, 33, Waterloo st, Birmingham, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—TUESDAY, Feb. 3.

A. E. T. HASSALL, LTD.—Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to James William Gray Brown, Prudential Bldgs, Corporation st, Birmingham, or John Edward Kenneth Bache, 109, Colmore row, Birmingham, liquidators.
JOSEPH WILLIAMSON & CO, LTD.—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to Albert Edward Chadwick, 6, Hammet st, Hy'e, liquidator.
LECOMTE'S FOOD PATENTS, LTD.—Creditors are required, on or before Feb 18, to send their names and addresses, and the particulars of their debts or claims, to Frederick Jahn, 16, London st, liquidator.
NORTHUMBERLAND STEAM FISHING CO, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Melrose, Fish Quay, North Shields, liquidator.
SOUTH CHURCH-ON-SEA ESTATES SYNDICATE, LTD.—Creditors are required, on or before Feb 27, to send in their names and addresses, and the particulars of their debts or claims, to K. Costley White, Thorpe Hall, Thorpe Bay, Essex, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Jan. 30.

ROTT, BURY & CO, LTD.
THE PORTPRIDD HERBAL BREWERY CO, LTD.
T. STACEY & CO, LTD.
AFRIG SYNDICATE, LTD.
ABRO LIGHT AND POWER CONSTRUCTION CO, LTD.
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JACKSON RUSSELL & CO, LTD.
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MANCHESTER HOTEL SYNDICATE, LTD.
HOUGH AND POWELL, LTD.
HOUGH BROS. & CO, LTD.
BRITISH AND CANADIAN LEAD CO, LTD.
ROSEWARNE, LTD.
GOLBORNE LIBERAL CLUB CO, LTD.
EASTERN AND GENERAL ASSOCIATION, LTD.
FORTUNA CO, LTD.

London Gazette—TUESDAY, Feb. 3.

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KOOSK, LTD.
HARTSHORN, SMITH & CO, LTD.
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SOUTH CHURCH-ON-SEA ESTATES SYNDICATE, LTD.
PERCY BRAY, SON & CO, LTD.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, Jan. 23.

ABBIS, CHARLES, Harrington, Beds, Blacksmith Feb 28 Panquary, Amptill, Beds
BALMAIN, MARY ELIZABETH, Ulster ter, Regent's Park Feb 19 Hopgood & Dowson, Spring gdns
BATEMAN, ELIZA ANNE, Clifton, Bristol Feb 23 Hunt & Co, Bristol
BATHE, WILLIAM, Walsford at, Barnoudsey Feb 29 Miller & Co, St Stephen's chmbrs, Telegraph st
BIGGS, JESSIE, Felden st, Fulham Feb 23 Parfitt, Fulham rd
BOWMAN, ELIZABETH, Wallasey, Chester Feb 23 Jackson, Liverpool
BROWN, MARY, Recorder, Kent Mar 30 Mowll & Mowll, Canterbury
CALLAWAY, JOHN, Hove, Sussex Feb 21 Penner & Co, Westbury, Wilts
CHAMBERLAIN, ARTHUR, Moor Green Hall, nr Birmingham Mar 15 Piment & Co, Birmingham
CHANDLER, MATILDA, Devizes, Wilts Mar 6 Radcliffe, Devizes
CLARKE, WALTER, Southampton st, Cambarwell Feb 20 Martin & Haslett, Philpot in COMPTON, WILLIAM, Cunderhill, Sedgley, Staffs Feb 19 Thorne & Co, Wolverhampton
COWEY, WILLIAM RICHARD, Chertsey May 1 Thompsons & Co, East India st
DENHAM, AMELIA NIXON, Alderbrook rd, Clapham Feb 21 Tomlin & Dinwiddie, Old Burlington st
DOVE, MARTHA AUGUSTA, Oxton, Birkenhead Jan 31 H L & W P Reade, Congleton
DOWNNEY, MARY, Great Ayles, Yorks Mar 1 Baik & Co, Middlesbrough
FELLOWES, SIR JOHN, KCB, Roostock Hall, nr St Albans, Herts Feb 14 Hudding & Clark, St Albans
GRAVES, JOHN, Skirbeck, Lincoln Mar 7 Jebb & Tunnard, Boston, Lincs
GREEN, LOUISA JANE, Isworth, Suffolk Feb 6 Bankes & Co, Burf St Edmund's
HAILING, EMMA, Cheltenham Publisher Feb 24 Heath & Kokerall, Cheltenham
HARTY, DAVID JOSEPH, Liverpool, Grocer Mar 2 Lindsay, Liverpool
HASTE, GEORGE COLIN, Lancs Feb 5 Ratcliffe & Greenwood, Bradford
HASTWELL, ELIZABETH, Blackpool Feb 14 Butcher, Blackpool
HEERFELD, MICHAEL, Marlborough mans, Cannon hill Feb 23 Osborn & Osborn, Coleman st
HOPKINS, EDWIN ARTHUR, Bath, Decorator Feb 26 Stone & Co, Bath
HOWLEY, MARY KATE, Granville pl, Portman sq Feb 23 Garvey, c/o Messrs Wing & Eade, 1, Grays Inn square
HUSBARD, MARY, York Mar 1 Cobb & Son, York
JOLLY, ALFRED, Bradford, Grocer Feb 5 Ratcliffe & Greenwood, Bradford
KAT, SARAH, Heaton Norris, Lancs Mar 6 Scholes & Farrington, Manchester
LEVY, CAROLINE, Grosvenor rd, Highbury New Park Feb 20 Edell & Co, King st, Cheapside
MINNS, HORACE, Old Oak rd, Fiddphers Bush Feb 23 Goldard, Clement's inn, Strand
NEWLING, REV WILLIAM EDGAR, Midsomer Norton, Somerset Feb 25 Stone & Co, Bath
OWEN, JOHN, Northwood rd, Upper Clapton, Warehouseman Feb 23 Reynolds & Miles, Basinghall st
PILLER, MARY ELLEN, Salford, Lancs Feb 24 Lawton & Co, Manchester
PURPER, ROSE LYNETTE, West Hampstead Feb 23 Burchell & Co, Vic oria st
PULLON, GEORGE, Sheffield, General Dealer Feb 16 Whitworth, Nottingham
RABAN, REV RICHARD CHARLES WILLIAM, Bishops Hull, Somerset Feb 23 Channer & Channer, Taunton
RAWLINSON, ARTHUR, Pendlebury, Lancs Mar 7 Sale & Co, Manchester
REES, DAVID, Osmore Vale, Glam Jan 24 Henton, Bridgend
REYNOLDS, HENRIETTA, Handsworth Feb 21 Bache & Sons West Bromwich
ROE, ALFRED HENRY, Piccadilly, Mar 6 Macdonald & Stacey, Norfolk st, Strand
ROBERTINGE, ODIN, Whitley Bay, Salps' Store Mercant Feb 23 Dodds, Newcastle-upon-Tyne
SAYER, HARRIET, Herne Bay, Kent Mar 20 Mowll & Mowll, Canterbury
SIMPSON, JOHN STEWART, Harrington, Cumberland, Coalowner Feb 23 Brown & Co, Whitehaven
SOULE, HELEN LOUISA, Sandhurst, Gloucester Mar 16 Brookes & Badham, Tewkesbury
SPRANGLE, LILY LOUISA, Shandon rd, Clapham Mar 1 Huntley & Son, Bank chmbrs, Tooley st
STEDALL, ALFRED, Denmark hill Feb 25 Chapple & Son, Gresham st
STEWART, AMELIA, Heigham, Norwich Feb 20 Foster & Co, Norwich
STRACEY, RUMEN GEORGE, Watford, Herts, Wholesale Confectioner Feb 17 Mann & Crimp, Essex st, Strand
STREET, KATE HARDING, Cambridge Feb 28 R C & S Burrows, Cambridge
STUART, JAMES, Rt Hon, Carrow Abbey, Norwich Feb 23 Cotene-Hardy & Jewson, Norwich
TATTERSALL, RUTH East Bergholt, Suffolk Feb 23 Stow & Co, Lincoln's inn fields
TOMLINSON, ELIZABETH, Brinklow, nr Coventry, Warwick Mar 2 Saunders & Co, Birmingham
VOWLES, FREDERICK, Perrywood st, Fulham Feb 23 Parfitt, Fulham rd
WALLACE, ISABELLA, Hyde Park gdns Mar 9 Budd & Co, Austin friars
WATSON, FREDERICK HUMBLE, Worcester Park, Surrey, Physician Mar 5 Brown & Son, Newcastle upon Tyne
WHITE, COL THOMAS FILLINGTON, Torquay Feb 28 Harwards & Evers, Stourbridge
WILKINSON, THOMAS, Harriscroft, Staffs, Grocer Feb 20 Hollingshead, Tunstall
WINCH, OCTAVIA, Gosport, Hants Feb 20 Palmer, Gosport

London Gazette—TUESDAY, Jan. 27.

ANDERSON, KENNETH LOCKWOOD MORRISON, Swadby Feb 28 Taylor, Great James st
BARNETT, CHARLOTTE, Tunbridge Wells Feb 13 Buss & Lavett, Tunbridge Wells
BRADFORD, MARY ANN, Bath Feb 23 Forward & Sons, Axminster
CREADE, HUGH WALTER, Felstead, Essex Feb 23 Estall, Salisbury House, London Wall
CLARKE, WILLIAM HENRY, Timperley, Chester Mar 13 J & E Whitworth, Manchester
CLARKSON, CHARLOTTE, Bradford Mar 13 Rawnley & Peacock, Bradford

COSTER, ELIZABETH ATKINSON, The Green, Lower Edmonton Mar 25 Woolley & Whitworth, Great Winchester st
 COX, HARRIET, Newport, Mon Feb 25 Vizard & Son, Monmouth
 DOUGLAS, ARCHIBALD, Eastbourns Mar 2 Collins & Co, Liverpool
 ENTWISTLE, MARY, Oswaldtwistle, Lancs Feb 25 Reddish & Heya, Church
 FRISAR, ISAAC TAYLOR, Distington, Cumberland Cab Proprietor Feb 25 Paisley & Co, Workington
 GRIMSHAW, PETER, Oswaldtwistle Feb 25 Reddish & Heya, Church
 HANSON, ESTHER, Southport Feb 16 Brown & Co, Southport
 HERN, ANDREW JOHN, Buckland, Portsmouth, General Dealer Feb 16 Gleanville & Gleanville, Portsmouth
 HICKMAN, RICHARD FENN, Perton Mill, nr Wolverhampton, Farmer Feb 16 Hall, Wolverhampton
 HILL, VINCENT WALKER, MVO, Whitehall ct, Westminster Mar 1 Hall, Old Change, Chancery
 KENNY, JOHN, Harwich Feb 22 Ward & Co, Harwich
 LAMB, CHARLOTTE, Nottingham Feb 25 Walker & Hanson, Nottingham
 LITTLE, CAROLINE ANN, Sutton Coldfield, Warwick Feb 21 Miller, Walsall
 MARRIOTT, ANN, Southampton Mar 14 Aldridge, Southampton
 MERTON, Lieut THOMAS CHALMERS, RN, Newport, Fife Feb 21 Adams & Colville, Frederick's pl
 MOORE, WILLIAM HENRY, Helmsford, Manufacturing Clothier Feb 23 Baile & Co, Birmingham
 MORRIS, GEORGE, Brynaston st, Marglebone Mar 31 Turner & Sons, Leadenhall st
 MOTSEY, ELIZA JANE, Hove, Sussex Feb 25 Cushman, Brighton
 NELSON, JANE, Edworth, Lancs Feb 5 Hindle & Co, Edworth
 NEWBURY, HENRY, Hastings Feb 25 Meadows & Co, Hastings
 NEWLIN, MARY, West Edinuz Feb 25 Rolitt & Co, Mincing in
 QUARTON, HENRY ALFRED, Grafton st, Bond st Mar 6 Rye & Eyre, Golden sq
 READ, ELIZABETH, Teyford House Mar 2 Warner & Kirby, Winchester
 ROCKEY, AMELIA, Axminster Feb 25 Forward & Sons, Axminster
 RYDER, THOMAS MOXON, Brassy sq, Bath-race Mar 10 Radcliffe & Hood, Craven st
 SANDERS, HENRY CORRAD, Southall, Middx Feb 25 Ashford, Great Marlborough st
 SMITH, THOMAS PENNINGTON, Liverpool, House Furnisher Feb 25 Matthew & Co, Liverpool
 WELLS, JOHN, Walsall, Mechanical Engineer Mar 2 Stockdale, Wednesbury
 WHITE, GEORGE, Bush Hill Park, Middx Mar 9 Plesse & Sons, Old Jewry chmbrs
 WILBERFORCE, WILLIAM BASIL, Markington, Yorks Mar 1 Norris & Norris, Bedford row
 WILKINSON, ELLIS Bradford, Egg Merchant Feb 23 Saville, Bradford
 WILLIAMS, GEORGE THOMAS, Cardiff Mar 2 Francis & Cooke, Cardiff
 WILLOUGHBY, ROBERT LE MESSURIER, Leckhampton, Cheltenham Mar 25 Williams, Cheltenham

London Gazette.—FRIDAY, Jan. 30.

ADAMS, ANTHONY ALLAN, Worcester Mar 1 Green & Co, Southampton
 ARKLE, RICHARD NAYLOR, York ter, Regent's park, Barrister at Law Feb 28 Gibbons, Liverpool & Co
 BACHELOR, WILLIAM, Sheffield, Tea Merchant Feb 28 Simpson & Sons, Sheffield
 BAXTER, EMIL, Barnoldswick, Yorks Feb 25 Charlesworth & Wood, Skipton
 BLACKMAN, JOHN, Alphonston, Devon Feb 27 Brown, Exeter
 BLUMER, JOHN, Sunderland Feb 25 Kelso & Co, Sunderland
 CALLAWAY, JOHN, Hove, Sussex Feb 24 Pinniger & Co, Westbury, Wilts
 CASTLE, SAMUEL, Exeter, Builder Feb 27 Brown, Exeter
 CATTON, ANN, Gayton, Norfolk Feb 28 Hicks, Moorgate Station chmbrs
 CLARKE, JOSEPH, Whittinghall rd, Fulham Mar 10 Allward, Gray's inn sq
 CLOSBY, JAMES, Cheltenham, Bank Manager Mar 25 Baylis, Cheltenham
 COOPER, MARY, Edgbaston, Birmingham Mar 2 Gateley & Sons, Birmingham
 COURT, EDITH MARY, Kingston on Thames Feb 25 Goldard & Co, Clement's inn Strand
 CROSHAW, GILES, Accrington, Fent Dealer Feb 28 Broughton & Broughton Accrington
 DAVIDSON, FREDERICK ROBERT, Hastings Mar 16 Tyler, Clement's inn
 FARLEY, ALICE, Charlotte st, Fitzroy sq Mar 16 Allward, Gray's inn sq
 GEIGER, CAROLINE, Chertsey Feb 26 Williams & James, Norfolk House, Thames Embankment
 GELDART, JOHN EDWARD, Northgate, Darrington, Licensed Victualler Mar 1 Barron & Smith, Darrington
 GRIMSHAW, HAROLD, Longsight, Manchester, Train Indicator Mar 7 Stott & Pogmore, Manchester
 HARDMAN, ALORA ANNETTA, Valletta, Malta Mar 1 Green & Co, Southampton
 HARPER, JOHN WHITE, Woodford Green, Essex Mar 13 Bond, Leadenhall st
 HINCHLIFE AMANDA, Southport April 11 Sutcliffe, Hebden Bridge
 HINDS, EDMUND JAMES, Norwich, Estate Agent Feb 25 Daynes & Co, Norwich
 HINES, DANIEL, Friary st, Upholsterers Warehouseman Feb 27 Hindle & Deighton, Cannon st
 HISLOP, JAMES, Plaistow, Essex Feb 28 Carr & Co, Rood in
 KENNEDY, ARCHIBALD, Clifton, Bristol Mar 21 Barry & Harris, Bristol
 KENWORTHY, DORA HARRIET, Harrogate Mar 1 Raworth & Co, Harrogate
 LANCASTER, WILLIAM, H. wall, Cheshire Feb 28 Hindley, Liverpool
 LIGHTFOOT, ELLEN, Kelsall, nr Chester Feb 14 Brassy, Chester
 MASTER, CHATURBHAI GARGADAR, Manchester Mar 9 Hall & Co, Manchester
 MONTEFIORE, HERBERT BARROW, Belsize av, Hampstead Feb 27 Crawford & Co, Cannon st
 MOORE, JAMES, Cullercoats, Northumberland Feb 21 Nicholson & Marlin, Stanley sq, Co Durham

MUDGE, JOHN, Exeter Feb 27 Brown, Exeter
 OULIN, CHARLES, Herne hill Mar 10 Oulin & Oulin, Basinghall st
 PEARCE, JANE, Upavon, Wilts Mar 2 Dixon & Mason, Pewsey
 PORTER, CHARLES PHILIP, Colyton, Devon, Grocer Feb 25 Forward & Sons, Axminster
 PRICE, FAMELLA, Bournemouth Feb 25 Mooring & Co, Bournemouth
 RAMSBOTTOM, THOMAS OPENSHAW, Alderley Edge, Chester Mar 14 Payne & Co, Manchester
 RUTTER, JOSEPH, Hove, Sussex, MD Mar 2 Holmes & Co, Brighton
 SELF, ALICE MARY, Norwich Feb 25 Daynes & Co, Norwich
 SMITH, THOMAS, Birkenhead, Cartage Contractor Mar 1 Reinhardt, Birkenhead
 SPARROW, WILLIAM ARTHUR, Albrighton Hall, n Shrewsbury Mar 1 Fowler & Co, Wolverhampton
 SHARPE, OLIVER, Trinity st, Southwark Mar 14 Townsend & Sharpe, Gray's inn sq
 STEWARD, CAROLINE, Norwich Feb 25 Foster & Co, Norwich
 STEWARD, WALTER HOLDEN, Pontrilas, Hereford Mar 14 Watkins, Pontrilas, Hereford
 STONE, JANE, Exeter Feb 27 Brown, jun, Exeter
 STONELL, CHARLES, Studley rd, Clapham Mar 14 Ince & Co, St Bene't chmbrs, Fenchurch st
 SWIRE, JAMES, West View, nr Rockcliffe, Cumberland Feb 6 Bandle & Son, Carlisle
 SYDENHAM, ROBERT, Edgbaston, Birmingham, Bulb Merchant Mar 13 Brooks & Monk, Birmingham
 TYLER, EVERILDA Clifton, Bristol Feb 19 Baker & Co, Weston super Mare
 WHEELER, GEORGE, F. well st, St Luke's, Jewel Case Manufacturer Mar 9 Boulton & Co, Northampton sq
 WINTERSON, ANNIE MARY, Redland, Bristol Mar 25 Meade-King & Co, Bristol
 WOOD, MARGARET, Cowfold, Sussex Mar 7 French, Anerley
 ZOERS, SYBILLA AUGUSTE, Lyal rd, North Bow Feb 25 Carr & Co, Rood in

London Gazette.—TUESDAY, Feb. 3.

ARBUTHNOT, CHARLES RAMSAY, Frome, Somerset Mar 1 Bridgman & Co, College hill
 ARKRIGHT, THOMAS ASHCROFT, Preston Feb 25 Finch & Co, Preston
 BARRACLOUGH, GEORGE GREENHOUGH, Bradford Mar 1 Farrar & Co, Bradford
 BARRETT, AMELIA, Cheltenham Feb 26 Bulb & Co, Cheltenham
 BATES, THOMAS, Hertford, Grocer Mar 25 Longmore & Co, Hertford
 BAYLESS, ALBERT EDWIN, Harborne, Birmingham, Steel Manufacturer Mar 19 Hooper & Co, Birmingham
 BEAN, FREDERICK, Linwood, Lincoln Mar 1 Padley, Market Rasen, Lincs
 BUSFIELD, ANNIE, Leckhampton Hill, nr Cheltenham Mar 5 Peacock & Co, Liverpool
 BRADD, ANN, Brockham, nr Betchworth, Surrey Mar 14 Lee & Co, The Sanctuary, Westminster
 BUNNELL, JOHNATHAN, Rochdale, Veterinary Surgeon Mar 7 Brierley & Hudson, Rochdale
 CLAYTON, LAVINIA GEORGINA, Selcay, Sussex Feb 28 Dawes & Sons, Birch in
 COATES, JUDITH FERRAR, Harrogate, Mar 15 Kirby & Son, Harrogate
 DALTON, EMMA, Selly Park, nr Birmingham, Feb 21 Cooksey & Co, Old Hill, Staffs
 DAVIS, JANE, Hos st, Walthamstow Feb 28 Mason & Co, High Holborn
 DUKE, ALLEN FORRESTER, Cheltenham Feb 26 Bulb & Co, Cheltenham
 EDWARDS, ROBERT JOHN, Liverpool, Exchange Manager, Government Telephones Feb 23 Thomas & Co, Liverpool
 FERGUSSON, ALEXANDER WRIGHTMAN, Brentford, Middx Feb 28 Rushton & Co, Brentford
 FREELAND, THOMAS HENRY, Byfleet, Surrey, Ironmonger Feb 28 Golling, Weybridge
 GILLIAN, AGNES ELIZA, Richmond, Surrey Feb 28 Frere & Co, Lincoln's inn fields
 GLOVER, JONAS, Harrogate Mar 14 Lawrence Osselt
 GWILLIAM, the Rev GEORGE HENRY, Reiding Mar 1 Bridgman & Co, College hill
 HANSELL, EDWARD, Davies st, Berkeley sq, Grocer Mar 3 Button & Co, Henrietta st Covent Garden
 HART, EDWARD, Bolton, Iron Turner Mar 12 Bals'aw, Bolton
 HOFMANN, EDITH, Pinfold rd, Streatham Mar 2 Clark, Eastcheap
 KENNIS, MARY ANN, Warwick Mar 25 Campbell & Co, Warwick
 LEAVERS, JOHN, Nottingham, Butcher Mar 16 Acton & Marriott, Nottingham
 NAPIER, EMILY FLORENCE, Egremont, Wallasey, Cheshire Mar 2 Hindley, Liverpool
 NORRIS, SARAH MARY, Plymouth May 9 Murray, Plymouth
 PARKINSON, HANNAH, Alsager, Chester Mar 7 Holton, Stoke upon Trent
 PERKINS, DANIEL, Mark t Deeping, Lincs, Farmer Mar 1 Sharpe & Co, Market Deeping
 PORTER, NAAMAN EDWARD, Bourne, Lincs Feb 28 Bell, Bourne
 SIDMOUTH, Rt Hon WILLIAM WELLS, Viscount, Eaton pl Mar 8 Kirby & Co, The Sanctuary, Westminster
 SISLEY, THOMAS LAWRENCE, Strathbrook rd, Streatham Mar 19 Stannard & Bosanquet, Eastcheap
 STEPHEN, MARY RACHEL, Cheltenham Feb 26 Bulb & Co, Cheltenham
 STEWARD, LOUISA CHARLOTTE, Weymouth Mar 12 Andrews & Co, Weymouth
 TANDY, JOHN HOPWELL TIMMS, Crowle, Worcester Mar 14 Hulme, Worcester
 TREHERNE, GORING APSLEY, Linden gdns, Baywater Mar 16 Stileman & Neate Southampton st, Bloomsbury
 WALKER, HENRY, York Mar 1 Peters, York
 WILSON-HERTAGE, ERNEST FREDERICK, Teneriffe, Durban, South Africa April 15 Foss & Son, Lombard ct
 WORKMAN, HENRY WILLIAM, Slimbridge, Glos Mar 3 Scott & Son, Gloucester
 YOUNG, EDWIN, Salisbury, Wilts Mar 2 Wilson & Sons, Salisbury

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

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Bankruptcy Notices.

London Gazette—FRIDAY, Jan. 23.

FIRST MEETINGS.

ATKINS, THOMAS EDWARD, South Norwood Hill, Surrey, Medical Practitioner Feb 2 at 11 132, York rd, Westminster Bridge rd
 BALLS, EDWARD NORMAN, Bradfield St Clare, Suffolk, Farmer Feb 3 at 12.30 Off Rec, 36, Princes st Ipswich
 BELL, WILLIAM, Grangtown, Yorks/Grocer Feb 6 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 BONAS, GORDON J. Priory rd, Kilburn, Genteman Feb 2 at 1 Bankruptcy bldgs, Carey st
 BOND, GEORGE EDWARD, East Dereham, Norfolk, Cycle Agent Jan 31 at 12.30 Off Rec, 8, King st, Norwich
 CARTER, THOMAS EDWARD, Rotherham, Yorks, Insurance Agent Feb 4 at 12 Off Rec, Fytrees ln, Sheffield
 CATCHSIDE, WILLIAM, Newcastle upon Tyne, Commercial Traveller Feb 4 at 11 Off Rec, 3, Mosley st, Newcastle upon Tyne
 ENGLBY, C. R. Eccleston sq Feb 3 at 11 Bankruptcy bldgs, Carey st
 GARRETT, J. AUSTIN, Twickenham Feb 2 at 12 14, Bedford row
 GRIFFITHS, WILLIAM, Swansea, Cycle Agent Jan 31 at 10.45 Off Rec, Government bldgs, St Mary's st, Swansea
 GRIME, JOHN FRANCIS, Crewe, Plumber Jan 31 at 11 Off Rec, King st, Newcastle, Staffordshire
 GRIMSTON, CHARLOTTE JOSEPHINE, Lynnhurst, Hants Feb 3 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
 JENKS, ALBERT, Rosendale rd, West Dulwich, Insurance Clerk Feb 2 at 11 Bankruptcy bldgs, Carey st
 KELLY, GERALD ARTHUR JOHN, Richmond av, Willesden Green, Confectioner Feb 2 at 12 Bankruptcy bldgs, Carey st
 LANOLEY, JAMES MARTIN, Nottingham, Estate Agent's Clerk Feb 3 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 METCALFE, JOHN HENRY, Darlington, Machinist Feb 3 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 PHILLIPS, WILLIAM JOHN, Heaton, Newcastle upon Tyne, Window Cleaner Feb 4 at 12 Off Rec, 30, Mosley st, Newcastle upon Tyne
 POOLE, EMILY, Coventry Feb 2 at 11 Off Rec, 8, High st, Coventry
 RENSCHAW, JOSEPH, Clitheroe, Coal Agent Feb 2 at 12.15 Station Hotel, Clitheroe
 RICHARDS, CHARLES SWINBURNE, Emsworth, Hants, Miller Feb 2 at 3 Off Rec, Cambridge junction, High st, Portsmouth
 SCARPA, NATALE, Ongar rd, West Brompton Feb 4 at 11.30 Bankruptcy bldgs, Carey st
 SERBRIGHT, ARTHUR EDWARD, Ashley gdns Feb 4 at 11 Bankruptcy bldgs, Carey st
 SMITH, ALBERT EDWIN, Kettering, Boot Manufacturer Feb 3 at 2.30 The George Hotel, Kettering

THOMAS, STANLEY LLEWELYN, Morriston, Swansea, Boot Dealer Jan 31 at 11.15 Off Rec, Government bldgs, St Mary's st, Swansea
 TRUSLER, ROBERT CA'S, Darlington, Boot Repairer Feb 3 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 TURNER, GILBERT HENRY, Gosforth, Cumberland Feb 3 at 11 Court House, Whitehaven
 WETTON, GEORGE, Melbourne grove, East/Dulwich, Baker Feb 4 at 12 Bankruptcy bldgs, Carey st
 WILLIAMS, WALTER ELLIS, Devonport, Lieutenant Feb 3 at 12.30 7, Bukland ter, Plymouth
 WIRTH, WILLIAM, Nevill rd, Stoke Newington, Baker Feb 4 at 1 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ANDERSON, JOHN GRAHAM ST CLAIR, HAROLD JOSEPH BOOTH, and THOMAS FREDERICK PARKER, Manchester Shippers Manchester Pet Dec 30 Ord Jan 20
 ANDREWS, CAROLINE FRANCES, Margate, Hotel Keeper Canterbury Pet Nov 12 Ord Jan 17
 ARCHER, CHARLES JOHN, Risley, Derby, Farmer Derby Pet Jan 20 Ord Jan 20
 BOOTH, WILSON, Mosley, Lancs, Rubber Reclaiming Ashton under Lyne Pet Jan 9 Ord Jan 20
 FREER, WILLIAM, Portsmouth, Boot Repairer Portsmouth Pet Jan 20 Ord Jan 20
 GLEW, WILLIAM GEORGE, Kingston upon Hull, Saw Miller Kingston upon Hull Pet Jan 21 Ord Jan 21
 GRASS, EDWARD, Caversham, Reading, Cycle Dealer Reading Pet Jan 19 Ord Jan 19
 HARRIS, WILLIAM, Durrington, Wilts, Builder Salisbury Pet Jan 20 Ord Jan 20
 HOGG, PHILIP EDLYN, New Milton, Hants, Average Adjustor Southampton Pet Jan 21 Ord Jan 21
 HUNTON, GEORGE ALBERT LAUGHNER, Darlington, Photographer's Manager Middlesbrough Pet Jan 21 Ord Jan 21
 JENES, ALBERT, Rosendale rd, West Dulwich, Insurance Clerk High Court Pet Jan 20 Ord Jan 20
 JOWETT, ANNIE WINIFRED BLUNDELL, Grange over Sands, Cumbria in Furness Pet Jan 21 Ord Jan 21
 KELLY, GERALD ARTHUR JOHN, Richmond av, Willesden Green, Confectioner High Court Pet Jan 19 Ord Jan 19
 MATO, ALBERT, Dymock, Glos, Butcher Gloucester Pet Jan 19 Ord Jan 19
 MEADIN, FRANK, Mare st, Hackney, Leather Merchant High Court Pet Jan 7 Ord Jan 20
 MOSES, ARON, Leman st, Whitechapel, Fur and Skin Merchant High Court Pet Jan 13 Ord Jan 19
 PARRY, EVAN, Treorchy, Glam, Underground Timberman Pontypridd Pet Jan 21 Ord Jan 21
 PODE, FREDERICK ARTHUR, and JOHN BENJAMIN FISHER, Norwich, Builders Norwich Pet Jan 21 Ord Jan 21
 POOLE, EMILY, Coventry Coventry Pet Jan 19 Ord Jan 19
 RATULIFFE, WILLIAM HENRY, Trannore, Birkenhead, Contractor Birkenhead Pet Jan 20 Ord Jan 20

RENSHAW, JOSEPH, Clitheroe, Lancs, Coal Agent Blackburn Pet Jan 19 Ord Jan 19
 RICHARDS, THOMAS ST. Day, Cornwall, Fish Hawker Truro Pet Jan 20 Ord Jan 20
 SAUNDERS, WALTER PERCY CHARLES, Bournemouth, Contractor Poole Pet Jan 6 Ord Jan 20
 SHEARD, JOHN, Birkby, Huddersfield, Printer Huddersfield Pet Jan 19 Ord Jan 19
 SHELDRAKE, W. H., Woodside av, South Norwood, Builder Croydon Pet Dec 16 Ord Jan 19
 SIMPSON, HENRY JOHN, Leicester, Engineer Leicester Pet Jan 1 Ord Jan 19
 SMITH, PERCY, Liverpool, Insurance Manager Liverpool Pet Jan 8 Ord Jan 21
 WATSON, ROBERT RAYMOND, East Rudham, Norfolk Norwich Pet Jan 21 Ord Jan 21
 WILLIAMS, ERNEST PERCIVAL, Southampton, Draper Southampton Pet Jan 2 Ord Jan 21
 WIRTH, WILLIAM, Nevill rd, Stoke Newington, Baker High Court Pet Jan 20 Ord Jan 20

Amended Notice substituted for that published in the London Gazette of Jan 21:

MERRY, WILLIAM, Birmingham, Ironfounder Birmingham Pet Jan 17 Ord Jan 17

ADJUDICATIONS ANNULLED.

NEWMAN, HENRY, Yate, Glos, Baker Bristol Adjud Aug 12 Annul Jan '16
 DRANSFIELD, FRANCIS CHARLES, Southsea, Hants, Blind Maker Portsmouth Adjud Oct 23, 1903 Annul Jan 15, 1914

London Gazette.—TUESDAY, Jan. 27.

RECEIVING ORDERS.

ANDERSON, GEORGE WILLIAM, Luddesdown, Kent, Farmer Rochester Pet Jan 23 Ord Jan 23
 ASKEW, EDWIN, Haslingden, Lancs, Licensed Victualler Blackburn Pet Jan 22 Ord Jan 22
 ASTON, JAMES, Blackpool, Bootmaker Blackpool Pet Jan 23 Ord Jan 23
 BARKER, GEORGE, Southport, Commercial Traveller Liverpool Pet Jan 22 Ord Jan 22
 BINNS, HERBERT, Biggles, Yorks, Upholsterer Bradford Pet Jan 22 Ord Jan 22
 BIVEN, GEORGE EDWARD, Sheffield, Milliner Sheffield Pet Jan 24 Ord Jan 24
 BRIDGE, WALTER JOSEPH, Harpurhey, Manchester, Fruit Salesman Manchester Pet Jan 23 Ord Jan 22
 CHARLESWORTH, ERNEST, Scunthorpe, Labourer Great Grimby Pet Jan 22 Ord Jan 22
 EDWARDS, ALFRED, Dawley, Salop, Baker Shrewsbury Pet Jan 24 Ord Jan 24
 ENOCH, LEON A., Boundary rd, St John's Wood High Court Pet Dec 22 Ord Jan 23
 ENGLAND, HENRY, Musbury, nr Axminster, Devon, Shoemaker Exeter Pet Jan 23 Ord Jan 23
 GOLDBERG, ISIDOR, Liverpool, Confectioner Liverpool Pet Dec 22 Ord Jan 23

GOLDMAN, JOSEPH, Grosvenor st, Grosvenor sq High Court Pet Nov 3 Ori Jan 23
 HARMAN, ERNEST SEPTIMUS, Elton Wick, Bucks, Grocer Windsor Pet Jan 13 Ori Jan 24
 HOWLETT, HERBERT WHITE, Ferndown, Dorset, Builder Poole Pet Jan 23 Ori Jan 23
 ILLINGWORTH, WILSON, Wyke, Bra'ford, Hardware Dealer Bradford Pet Jan 22 Ori Jan 22
 JACKSON, EDWIN, Stepney, Builder High Court Pet Dec 30 Ori Jan 23
 JONES, WILLIAM CHRISTMAS, Tredegar, Mon, Mason Tredegar Pet Jan 23 Ori Jan 23
 LAYNE, ISRAEL, Kingston upon Hull, Journeyman Boot-maker Kingston upon Hull Pet Jan 22 Ori Jan 22
 MARTIN, JOHN, Hastings, Baker Hastings Pet Jan 3 Ori Jan 22
 MOSS, GEORGE, Merthyr Tydfil, Licensed Victualler Merthyr Tydfil Pet Jan 22 Ori Jan 22
 MURCH, ELIZABETH SUSAN, and MARY JANE MURCH, Horningsham, Wilts Frome Pet Jan 23 Ori Jan 23
 PAYNE, ROBERT, Methwold, Norfolk, Farmer Norwich Pet Jan 6 Ori Jan 12
 PRYKE, FREDERICK KINSEY, Soham, Cambs, Butcher Cambridge Pet Jan 22 Ori Jan 22
 RIDDALL, THOMAS BOYD, Rusholme, Manchester, Physician Manchester Pet Jan 22 Ori Jan 22
 SCARISBRICK, CHARLES ALDANT, New Barnet, Plumber Barnet Pet Jan 23 Ori Jan 23
 SHARPE, SAMUEL, Doncaster, Plumber Sheffield Pet Jan 24 Ori Jan 24
 SIBLEY, JAMES THURSTON, Victoria st, Engineer High Court Pet Oct 9 Ori Jan 22
 SMITH, R SUMMERS, Florian rd, Putney, Solicitor Wandsworth Pet Dec 30 Ori Jan 22
 TEMPLETOWN, Rt Hon Lord, Victoria st High Court Pet Nov 20 Ori Jan 22
 TODD, ANNIE, Flimby, Cumberland Cockermouth Pet Jan 22 Ori Jan 22
 TURNER, JAMES, Bingley, Yorks, Cabinet Maker Bradford Pet Jan 22 Ori Jan 22
 WALKER, HARRY WYNDHAM, Grosvenor Hotel, Victoria High Court Pet Oct 21 Ori Jan 22
 WEATHERLEY, FREDERICK CHARLES, Whitley Bay, Contractor Newcastle upon Tyne Pet Jan 23 Ori Jan 24
 Amended Notice substituted for that published in the London Gazette of Jan 20:
 GARRITT, JOHN ACSTIN, Twickenham, Commission Agent Brentford Pet Sept 11 Ori Jan 15
FIRST MEETINGS.
 ANDERSON, JOHN GRAHAM ST. CLAIR, HARROD JOS PH BOOTH, and THOMAS FREDERICK PARKER, Manchester, Snippers Feb 4 at 3 Off Rec, Byrom st, Manchester
 ARCHER, CHARLES JOHN, Risley, Derby, Farmer Feb 4 at 12 Off Rec, 12 St. Peter's churchyard, Derby
 BARTON, JOHN WILLIAM, Herne Bay, Kent Feb 4 at 11.15 Off Rec, 18A, Castle st, Canterbury
 BINNS, HERBERT, Bingley, Yorks, Upholsterer Feb 4 at 11.30 Off Rec, 12, Duke st, Bradford
 CHARLESWORTH, ERNEST, Scunthorpe, Labourer Feb 5 at 10.30 Off Rec, 83 Mary's chambers, Great Grimby
 COPE, CHARLES, Hartlebury, Worcester, Blacksmith Feb 4 at 3 Lion Hotel, Kidderminster
 EDWARDS, ALFRED, Dawley, Salop, Baker Feb 7 at 11.30 Off Rec, 22, Swan hill, Shrewsbury
 ENGEL, LEON A, Boundary rd, St John's Wood Feb 6 at 1 Bankruptcy bldg, Carey at
 ENGLAND, HENRY, Musbury, nr Axminster, Shoemaker Feb 5 at 11.30 Off Rec, 9, Bedford cir, Ex ter
 FREER, WILLIAM, For. smouth, Boot Repairer Feb 5 at 3 Off Rec, Cambridge jun, High st, Portsmouth
 GLEW, WILLIAM GEORGE, Kingston upon Hull, Saw Miller Feb 4 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
 GOLDMAN, JOSEPH, Grosvenor st, Grosvenor sq Feb 6 at 12 Bankruptcy bldg, Carey at
 GRASBY, EDWARD, Reading, Cycle Dealer Feb 5 at 12 14, Bedford row
 HARRIS, WILLIAM, Durrington, Wilts, Builder Feb 4 at 12 Off Rec, City chmbrs, Catherine st, Salisbury
 HOGG, PHILIP EDLYN, New Mills, Hants, Average Adjuster Feb 4 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton
 HOWARTH PERCY, Darlington, Builder Feb 5 at 11.30 Off Rec, Court chmbrs, Albert road, Middlesbrough
 HOWLETT, HERBERT WHITE, Ferndown, Dorset, Builder Feb 5 at 2.30 100, High st, (first floor), Poole
 HUNTON, GEORGE ALBERT LAUGHER, Darlington, Photographer's Manager Feb 5 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 ILLINGWORTH, WILSON, Wyke, Bradford, Hardware Dealer Feb 4 at 11 Off Rec, 12, Duke st, Bradford
 JACKSON, EDWIN, Stepney, Builder Feb 6 at 11 Bankruptcy bldg, Carey at
 LAYNE, ISRAEL, Kingston upon Hull, Journeyman Boot-maker Feb 5 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
 MARTIN, JOHN, Hastings, Baker Feb 4 at 3 Off Rec 12A, Marlborough pl, Brighton
 MAYO, ALBERT, Dymock, G. Co Butcher Feb 5 at 12 Off Rec, Station rd, Gloucester
 MERREY, WILLIAM, Birmingham, Ironfounder Feb 4 at 11.30 Ruskin chmbrs, 1st, Corporation st, Birmingham
 MOSS, GEORGE, Merthyr Tydfil, Licensed Victualler Feb 6 at 11 Off Rec, County Court, Town Hall, Merthyr Tydfil
 OWENS, OWEN, jun, Llanged, Ang'ese, Farmer Feb 4 at 12 Crypt chmbrs, Chester
 PARRY, EVAN, Treorchy, Glam, Underground Timberman Feb 4 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
 PODE, FREDERICK ARTHUR, and JOHN BENJAMIN FISHER, Norwich, Builders Feb 4 at 12.30 Off Rec, 8, King street, Norwich
 RICHARDS, THOMAS, St Day, Cornwall, Fish Hawker Feb 5 at 11 Off Rec, 12, Princes st, Truro
 ROBERTS, THEODORE, Newport, Mon, Solicitor Feb 4 at 11 Off Rec, 144, Commercial st, Newport, Mon

SHEARD, JOHN, Birkby, Huddersfield, Printer Feb 4 at 3 Law Society's Room, Imperial arcade, New st, Huddersfield
 SIBLEY, JAMES THURSTON, Victoria st Engineer Feb 5 at 12 Bankruptcy bldg, Carey at
 SMITH, R SUMMERS, Florian rd, Putney, Solicitor Feb 4 at 11 132, York rd, Westminster Bridge rd
 STEVENS, THOMAS JOSEPH, Plymouth, Solicitor Feb 4 at 3.15 7, Buckland terrace, Plymouth
 TEMPLETON, Rt Hon Lord, Victoria st Feb 5 at 1 Bankruptcy bldg, Carey at
 THACKWELL, EDWARD FRANCIS, Teignmouth Feb 9 at 3 Off Rec, 9, Bedford cir, Exeter
 TURNER, JAMES, Bingley, Yorks, Cabinet Maker Feb 4 at 3 Off Rec, 12, Duke st, Bradford
 WALKER, HARRY WYNDHAM, Grosvenor Hotel, Victoria Feb 5 at 11 Bankruptcy bldg, Carey at
 WEATHERLEY, FREDERICK CHARLES, Newcastle upon Tyne, Contra for Feb 5 at 11 County Court, Westgate rd, Newcastle upon Tyne

ADJUDICATIONS.
 AKEROYD, ROBERT KESLIE, Alnwick, Watchmaker Newcastle upon Tyne Pet Dec 11 Ori Jan 23
 ANDERSON, GEORGE WILLIAM, Luddesdown, Kent, Farmer Rochester Pet Jan 24 Ori Jan 23
 ASKEW, EDWIN, Haslingden, Lancs, Licensed Victualler Blackburn Pet Jan 22 Ori Jan 22
 ASTON, JAMES, Blackpool, Bootmaker Blackpool Pet Jan 23 Ori Jan 23
 BARBER, GEORGE, Southport, Commercial Traveller Liverpool Pet Jan 22 Ori Jan 22
 BINNS, HERBERT, Bingley, Yorks, Upholsterer Bradford Pet Jan 22 Ori Jan 22
 BIVENS, GEORGE EDWARD, Sheffield, Milliner Sheffield Pet Jan 24 Ori Jan 24
 BRIDGE, WALTER JOSEPH, Harpurhey, Manchester, Fruit Salesman Manchester Pet Jan 22 Ori Jan 22
 BROWN, WILLIAM, Shotley Bridge, Durham, Saddler Newcastle upon Tyne Pet Dec 15 Ori Jan 24
 CHARLESWORTH, ERNEST, Scunthorpe, Labourer Great Grimsby Pet Jan 22 Ori Jan 22
 COPE, CHARLES, Hartlebury, Worcester, Blacksmith Kidderminster Pet Jan 20 Ori Jan 22
 EDWARDS, ALFRED, Dawley, Salop, Baker Shrewsbury Pet Jan 24 Ori Jan 24
 ELLIOTT-STONE-OLLIE, SIDNEY LESLIE, St. James' High Court Pet Nov 10 Ori Jan 21
 ENGLAND, HENRY, Musbury, nr Axminster, Shoemaker Exeter Pet Jan 23 Ori Jan 23
 HERBERT, OLIVER DAVID, Norbury, Surrey High Court Pet Dec 10 Ori Jan 21
 HOWLETT, HERBERT WHITE, Ferndown, Dorset, Builder Poole Pet Jan 23 Ori Jan 23
 ILLINGWORTH, WILSON, Wyke, Bradford, Hardware Dealer Bradford Pet Jan 22 Ori Jan 22
 JONES, WILLIAM CHRISTMAS, Tredegar, Mon, Mason Tredegar Pet Jan 23 Ori Jan 23
 KERR, JOHN, Saint John's Chapel, Durham Durham Pet Nov 22 Ori Jan 20
 LAYNE, ISRAEL, Kingston upon Hull, Journeyman Boot-maker Kingston upon Hull Pet Jan 22 Ori Jan 22
 LEIOULDA, HENRY LOWNDEN, New Broad st, Company Promoter High Court Pet July 24 Ori Nov 12
 MAKES, GEORGE CARL, John at High Court Pet Nov 17 Ori Jan 21
 MOSS, GEORGE, Merthyr Tydfil, Licensed Victualler Merthyr Tydfil Pet Jan 22 Ori Jan 22
 MURCH, ELIZABETH SUSAN, and MARY JANE MURCH, Horningsham; Wilts Frome Pet Jan 23 Ori Jan 23
 OWENS, OWEN jun, Llanged, Angiesey, Farmer Bangor Pet Jan 5 Ori Jan 23
 PRYKE, FREDERICK KINSEY, Soham, Cambs, Butcher Cambridge Pet Jan 22 Ori Jan 24
 SCOTT, Sir DOUGLAS K, Salisbury Salisbury Pet Dec 20 Ori Jan 23
 SERRIER, ARTHUR EDWARD SAUNDERS, Ashley gdns High Court Pet Oct 28 Ori Jan 23
 SHARPE, SAMUEL, Doncaster, Plumber Sheffield Pet Jan 24 Ori Jan 24
 STEVENS, THOMAS JOSEPH, Plymouth, Solicitor Plymouth Pet Dec 22 Ori Jan 23
 TODD, ANNIE, Flimby, Cumberland Cockermouth Pet Jan 22 Ori Jan 22
 TRIPPIER, ALFRED, Badcliffe, Lancs, Builder Bolton Pet Jan 2 Ori Jan 22
 TURNER, JAMES, Bingley, Yorks, Cabinet Maker Bradford Pet Jan 22 Ori Jan 22
 TINIERS, GEORGIOUS, Monument Station bldgs High Court Pet Nov 11 Ori Jan 22
 Amended Notice substituted for that published in the London Gazette of Jan 20:
 WHITE, FRICIVAL, Beckenham, Kent Croydon Pet Dec 11 Ori Jan 5

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